



## REQUEST FOR PROPOSALS (RFP)

City of Richland, Washington

<b>RFP NUMBER</b>	<b>24-0018</b>	
<b>RFP TITLE</b>	<b>Federal Lobbyist Services</b>	
<b>DATE ISSUED</b>	January 28, 2024	
<b>PURPOSE</b>	The City of Richland is soliciting statements of qualifications for federal lobbyist services intended to represent the City of Richland's interest to the Executive and Legislative Branches of the United States Government.	
<b>DEADLINE FOR PROPOSAL SUBMISSIONS</b>	3:00 P.M. Pacific Local Time <b>February 26, 2024</b>  Late submittals will not be accepted.	
<b>PRE-PROPOSAL CONFERENCE</b>	There is no pre-proposal conference for this solicitation.	
<b>LAST DATE TO SUBMIT QUESTIONS</b>	The last date to submit questions regarding this RFP is February 20, 2024, at 3:00 p.m. Pacific Local Time.	
<b>DIRECT ALL INQUIRIES TO</b>	<b>BUYER</b>	Irma Bottineau
	<b>EMAIL</b>	<a href="mailto:purchasing@ci.richland.wa.us">purchasing@ci.richland.wa.us</a>
	<b>PHONE NO.</b>	(509) 942-7710
<b>REQUIRED NO. OF PROPOSAL COPIES</b>	<b>Submit (1) one original electronic submission</b>	
<b>PROPOSAL SUBMITTAL</b>	All required proposal documentation shall be submitted online at <a href="http://www.publicpurchase.com">www.publicpurchase.com</a> . See section 4.2 Electronic Proposal Submittal for detailed instructions. <b>- OR -</b> email proposal directly to <a href="mailto:purchasing@ci.richland.wa.us">purchasing@ci.richland.wa.us</a>	
<b>RESULTS OF PROPOSALS RECEIVED</b>	A list of submittals received will be posted to Public Purchase shortly after the due date and time.	

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**CITY OF RICHLAND**  
**REQUEST FOR PROPOSALS**  
**RFP No. 24-0018, Federal Lobbyist Services**  
**SUBMITTALS DUE: February 26, 2024, 3:00 p.m., EXACTLY, Pacific Local Time**

Public notice is hereby given that the City of Richland, Washington has issued the above solicitation for federal lobbyist services. Detailed information and the proposal documents are available at [www.publicpurchase.com](http://www.publicpurchase.com), under City of Richland, Washington designated webpage.

Contact Public Purchase directly if unable to access documents online at [support@publicpurchase.com](mailto:support@publicpurchase.com). Online Chat is available from 7:00 a.m. to 4:00 p.m. MT at [www.publicpurchase.com](http://www.publicpurchase.com) top left corner. If unable to reach Public Purchase, contact the City Purchasing Division at 509-942-7710.

The City of Richland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color national origin, or sex in consideration for an award.

Published:

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Purchasing Division

## **SECTION 1 PROJECT OVERVIEW**

### **1.1 Intent**

The purpose of this Request for Proposal is to solicit responses from interested consultants to provide federal lobbyist services intended to represent the City of Richland's interest to the Executive and Legislative Branches of the United States Government.

### **1.2 Background**

- A. The City of Richland (City) is a rapidly growing City located in Benton County at the confluence of the Columbia and Yakima rivers in Southeastern Washington. Richland and its sister cities of Kennewick, Pasco and West Richland make up the Tri-Cities Metropolitan Statistical Area (MSA) (population 311,469). Richland is the third largest City with 63,320 residents. The City has a City Manager-Council form of government, was incorporated in 1958, and operates as a first class City under the Revised Code of Washington Title 35 (RCW 35).
- B. Richland is a full-service city composed of ten departments, with a budget of \$316 million, of which roughly, \$78.4 million is General Fund. The City provides citizens with general government, public safety, public works, planning and community development, housing programs, as well as parks and recreational programs. The City operates an electric distribution utility, water and waste water utilities, solid waste landfill-collection system, public library, and administers the consolidated regional emergency management (911) dispatch center.
- C. The City has a staff of approximately 584 full/part-time employees with an additional seasonal flux of up to 50. More than 80% of the employees report to Public Works, Electrical Utility (Energy Services), Public Safety (Fire and Police) as well as the Parks & Public Facilities.
- D. The City is actively engaged in state lobbying activities and has identified legislative priorities for the current calendar year.
- E. The federal lobbying program will be managed in the City Manager's office with interface and coordination with the Richland City Council.

### **1.3 Consultant Experience**

- A. The City is seeking a consultant or consultant team with experience in:
  - 1. Federal lobbying with specific experience (at least 5 years) in:
    - a. Transportation
    - b. Energy
    - c. Infrastructure
    - d. Economic Development
    - e. Public Safety
    - f. Housing
    - g. Land management
  - 2. Track record of success with municipal clients including legislation and funding.

#### 1.4 RFP Solicitation Schedule

<b>Tentative Schedule</b>	
<b>Task</b>	<b>Date</b>
RFP Issued	January 24, 2024
RFP Pre-Proposal Meeting (if applicable)	None
Deadline for Questions by Interested Parties	February 20, 2024, 3:00 PM Pacific Local Time
RFP Due Date	February 26, 2024, 3:00 PM Pacific Local Time
*Evaluation and Selection	March, 2024
*Interviews / Presentations, if required	March, 2024
*Estimated Date of Intent to Award	March, 2024
*Estimated Date of Council Award	April, 2024
*Estimated Date of Notice to Proceed	April, 2024
*Target Date for Completion of all Work	12-month agreement

**NOTE:** Dates preceded by an asterisk (\*) are estimated dates. Estimated dates are for information only.

**END OF SECTION**

## SECTION 2 SCOPE OF WORK

### 2.1 Project Description

The scope of work for this project includes, but not limited to, the following:

1. Provide ongoing monitoring and reporting on federal legislation and regulatory matters that impact the City of Richland.
2. Provide periodic reports to the City Council on the City's federal priorities and the state of federal affairs.
3. Help develop and execute strategies that protect or enhance the mission(s) of Naval Station Everett.
4. Collaborate with the Tri Cities Economic Development Council on matters related to Hanford.
5. Help plan, formulate, and implement the City's federal agenda on fiscal, regulatory, and legislative issues, including but not limited to affordable housing and homelessness, transportation, electric generation and distribution, electric grid security, public safety and criminal justice, public safety, the environment, parks and facilities, and workforce development.
6. Develop and recommend strategies to advance the City's federal fiscal, regulatory and legislative priorities.
7. Provide policy advice and help schedule meetings with other national mayors and leaders; and work with the U.S. Conference of Mayors on the Mayor's participation on task forces, signing onto letters, and other mechanisms to enhance the City's role on national issues.
8. Identify strategic partnerships, relationships and networks that could enhance the City's position in achieving its federal goals and objectives.
9. Develop effective networks and long-term relationships among federal officials, staff, and relevant business, community groups and federal agencies.
10. Identify and create opportunities to highlight the Mayor's and other City leaders' priorities at the federal level through forums, speaking opportunities and innovative partnerships.
11. Help the City work with Congress, federal departments or agencies and the White House for the resolution of policy, program, and operational issues related of the City's federal goals and objectives.
12. Represent the City before members of Congress, federal and state officials, public interest groups, private sector entities, think tanks, thought leaders and other stakeholders.
13. Promote the City of Richland's vital contributions to the development and deployment of clean, new advanced nuclear fuel and reactor development, the hydrogen economy, and advanced manufacturing industries with the Washington State congressional delegation, federal agencies, and national organizations.
14. Collaborate with other cities, the U.S. Conference of Mayors, and National League of Cities on issues of mutual interest and build coalitions with other stakeholders as needed.
15. Assist with all arrangements for the Mayor, City Council, and City staff when visiting Washington D.C., and other cities, including coordinating meetings with federal leaders, reviewing talking points and supporting materials, etc.
16. Help draft letters and statements outlining the City's positions on key federal issues.

17. Draft legislative concepts, amendments, and provisions to support the City's federal priorities.
18. Prepare communication strategies to ensure City positions, requests, and interaction with federal officials are timely, articulate, complete, and presented per accepted processes, procedures, protocols, and practices.
19. Assist with grants advocacy, including reviewing grant applications, organizing federal letters of support, and gathering intelligence on grants important to the City.

## **2.2 City Provided Services / Resources**

For this project, the City will provide the following:

- A. Lead professional staff from the City Manager's Office to coordinate efforts including access to elected city officials and in-house subject matter experts.

## **2.4 Funding and Cost**

It is anticipated that the contract compensation will be on a time and materials basis with a not to exceed \$100,000.

**END OF SECTION**

## SECTION 3 EVALUATION AND SELECTION PROCESS

### 3.1 Evaluation Criteria

Proposals will be evaluated using the following criteria:

Evaluation Criteria	
Category	Maximum Points
Qualifications and experience of the firm and key staff a. Methodology b. Experience of team	30
Demonstration of successful outcomes for comparable client a. List of outcomes identified	30
Related Projects/References a. Past Performance	20
Cost/Fee	20
<b>Maximum Written Points</b>	<b>100</b>
<b>Interview / Presentations, if needed</b>	<b>50</b>
<b>Total Maximum Points</b>	<b>150</b>

### 3.2 Determining Selection

- A. The City will evaluate proposals using the criteria set forth in this RFP.
- B. The City reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.
- C. Following the City staff evaluation of the proposals received, selected individuals or firms may be invited to make oral presentations before the City's Evaluation Team. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each individual, firm or team invited to participate.
- D. The City reserves the right to make a contract award without written and/or oral presentations.
- E. After completion of the evaluations, the City may enter into negotiations with one or more Proposers. Negotiations of a contract shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed contract. In the event negotiations are not successful, the City may reject all proposals.
- F. Upon completion of negotiations discussion with one or more Proposers, the City may issue to all remaining potentially acceptable Proposers in negotiations a request for Best and Final Offers. The request shall include notice that discussions are concluded, an invitation to submit a revised proposal with a Best and Final Offer, a new submittal date and time.
- G. Once the City reaches an agreement that the City finds acceptable, the City will issue an intent to award notification.
- H. The City is not required to award a contract to the Proposer offering the lowest price. The City shall have no obligation until a contract is executed between a Proposer and the City. The reserves the right to not award a contract if doing so is in the best interest of the City.
- I. The City reserves the right to award one or more contracts as it determines to be in its best interest.
- J. No cost chargeable to the proposed contract may be incurred before a fully executed contract.



### **3.3 Responsible Consultant Criteria**

The City shall consider only responsible Consultants. Responsible Consultants are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and integrity necessary to perform the requirements of the contract. The City may also consider references, financial stability, and any other information available to the City. Firms with an owner convicted within the past ten years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment liens, are ineligible to participate and shall not submit.

### **3.4 Questions**

All questions relating to this RFP document must be in writing. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the City of Richland. Any oral communications will not be authoritative and will not be binding on the City.

### **3.5 Proprietary Information and Public Disclosure of Submittal**

- A. Submittals received by the City of Richland in response to this RFP become public records upon submission and are subject to the Public Records Act, Chapter 42.56 RCW. The Proposer should clearly identify in its proposal any specific information that it claims to be confidential or proprietary; provided, however, that the City is not bound by Proposer's identification of confidential or proprietary information, and will make disclosure decisions based on applicable law and without liability to the Proposer. If a public records request is made for a proposal and/or related materials before a decision to award a contract has been made, notice will be provided to the Proposer as detailed in Section B. After a decision to award the contract has been made, third party notice will be given only as to the records that have been clearly marked as confidential and proprietary by the Proposer.
- B. If the City receives a public records request as described in Section A above, the City's sole obligation is to: 1) notify the Proposer of the request; and (2) provide a date upon which the information will be released to the requester unless the Proposer obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Proposer fails to timely obtain a court order enjoining release, the City of Richland will release the requested information on the date specified.

### **3.6 Agreement/Contract**

The City intends to use and issue an agreement for the services requested herein. Typically, the Scope of Services outlined in this RFP solicitation, the successful proposer's submittal to same and the end result of negotiations will become Exhibit "A", Scope of Services in the agreement. A sample copy of the City's agreement is attached to this RFP as Attachment B.

**END OF SECTION**

## SECTION 4 PROPOSAL SUBMITTAL REQUIREMENTS

### 4.1 Organization of Submittal

The following list details the appropriate submittal format. Responders should organize their submittal into the following sections:

#### A. *Preface*

1. Attachment A – RFP Signature Form and Addendum Acknowledgement
2. Current Internal Revenue Service Form W-9

#### B. *Executive Summary* (Limit 4 pages)

1. Introduction of your organization
2. Include the key elements of the Proposer's expertise, products/services offered and an overview of the consultant team. All information should tie back to the knowledge and experience of the consultant firm.
3. Indicate the address and telephone number of the respondent's office located nearest to Richland, Washington, and the office from which the Project will be managed.

#### C. *Qualifications and experience of the firm and key staff* (Limit 10 pages, excluding resumes)

1. **Work Plan:** Describe the proposed sequence of specific tasks to accomplish this Project. Indicate all key deliverables and their contents. Include a list of information required or tasks to be completed by City staff. Identify any pitfalls or hurdles that may be foreseen with each task.
2. **Methodology:** This section should clearly describe the methodology or methodologies planned to provide the specific tasks described in the Work Plan. Include project management tracking tools and communication plans.
3. **Team Organization:** Provide an organizational chart showing all proposed team member roles and responsibilities, including any subcontractors/sub-consultants. Identify the Proposer's Project Lead Consultant/Project Manager. Include a resume (two (2) pages maximum) for each Project Team member. The City is seeking a well-balanced team featuring:
  - i. Breadth of expertise sufficient to accommodate Project needs.
  - ii. Appropriate mix of senior, mid-level, and junior staff to maximize value.
  - iii. Organizational capacity to take on workload necessary for Project success.
  - iv. List the percent each person will be assigned to this project and identify the percent they will be assigned to other projects at the same time.
4. **Project Schedule:** Provide a schedule for completing each task in the Scope of Work and proposed Work Plan. The schedule should demonstrate the proposed team's ability to perform the work requested within an established budget and schedule. Project schedule should include deadlines and milestones meeting project deliverables and identify potential risks that may impact the schedule with recommendations for the mitigation and/or elimination of such risks.

#### D. *Demonstration of successful outcomes for comparable clients*

1. Provide a list and identify successful outcomes for comparable clients.

#### E. *Provide fee/cost for the project.*

#### F. *Related Project Experience / References* (Limit 5 pages)

1. Describe recent, within the last five (5) years, directly related experience with federal lobbying. Past experience with funding large transportation projects or affecting federal energy policy is highly desired. Include the following:
  - i. Name of the client, address, email, telephone number and name of the project manager.
  - ii. Date(s) of the service, description of the work performed.
  - iii. Original time schedule and completed time schedule.
  - iv. Discuss if the project stayed within agreed upon budget.
2. Provide at least three (3) references. For each of the references provide the following:
  - i. Company Name
  - ii. Contact name and title, address, email and phone number
  - iii. Description of services provided
  - iv. Timeframe of services provided
3. List any other information which may be helpful in determining your knowledge and experience for this service.
4. The City reserves the right to contact any organization or individuals provided by the Responder or obtained by the City.

#### 4.2 Electronic Proposal Submittal

- A. Proposals shall be submitted electronically through the Public Purchase website (see instructions below) **or** the proposals can be emailed directly to [purchasing@ci.richland.wa.us](mailto:purchasing@ci.richland.wa.us).
  - a. Note, proposals delivered by hand, fax, telephone, or any postal carrier will not be accepted.
  1. Proposers must be registered with PublicPurchase.com. Visit the City of Richland website at: [Richland, WA - Public Purchase Website](#) for instructions to register.
  2. ***Register as early as possible and do not wait until the due date as the registration process may take up to 24 hours to complete.***
  3. If you have any questions on how to respond to electronic submittals, contact vendor support at [www.publicpurchase.com](http://www.publicpurchase.com) through Live Chat in the upper left corner of the webpage or email [support@publicpurchase.com](mailto:support@publicpurchase.com). Public Purchase staff is available Monday – Friday, 8 am to 5 pm Central Time.
- B. Electronic submittals shall be limited to the documents specified in the RFP document and shall not include additional brochures, booklets or other sales material that are not specifically requested in the RFP.
- G. The City of Richland cannot guarantee internet access. It is strongly recommended that you respond 24 hours prior to the bid closing date and time for submittal.
- H. ***The City is unable to verify if a proposal has been successfully uploaded in Public Purchase.*** The Public Purchase system places all proposal submissions into a virtual lock box where they cannot be viewed by the City until after the due date and time.
- I. Proposers can check their submission by returning to the home page of Public Purchase. The Proposal will be shown in the “Bids Responding To” section. **DO NOT EMAIL A COPY OF YOUR BID TO THE CITY.**

- J. The Public Purchase website will not allow proposals to be uploaded after the due date and time established. Proposers accept all risks for uploading their proposal by the established due date and time.
- C. If a Proposer uploads a file to Public Purchase, it is the Proposer's responsibility to ensure the file is not corrupt or damaged. If the City is unable to open an attachment because it is damaged, corrupt, infected, etc., the City may disqualify the Proposer's submission.

**END OF SECTION**

## SECTION 5 STANDARD TERMS AND CONDITIONS

1. **BID / QUOTE / PROPOSAL / GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **ACCEPTANCE:** This order expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by Contractor are objected to and hereby rejected, unless otherwise provided in writing by the City.
3. **LICENSES:** If applicable, successful contractor shall have a valid and current State of Washington and City of Richland business license. Licenses shall be obtained prior to award of any PO/contract.
4. **ADD-ON:** By mutual agreement, the quantity of items purchased may be increased within 12 months of the date of award, provided the original purchase price, terms, conditions, and specifications remain the same.
5. **TAXES:** Unless otherwise definitely specified, the City agrees to pay all State of Washington sales or use tax. The City is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
6. **CHANGES WITHOUT NOTICE PROHIBITED:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of the City prior to shipment.
7. **ADDITIONAL CHARGES NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, etc., except as specified in the Notice of Award. Freight collect shipments (COD) will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
8. **MSDS:** Material Safety Data Sheets to be included with shipments of any material requiring this documentation, per OSHA and WSHA regulations.
9. **IDENTIFICATION:** All invoices, packing slips, shipping notices, bill of landings, and all other written documents affecting this order shall contain the applicable PO/Contract number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein.
10. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers and/or inside delivery, it will be up to the Contractor to make delivery to that location at no additional charge. Where specific authorization is granted to ship FOB shipping point, Contractor agrees to prepay all shipping charges and route as instructed.
11. **TITLE/RISK OF LOSS:** Regardless of FOB Point, Contractor agrees to bear all risks of loss, injury, destruction of goods and materials ordered herein which occur prior to delivery. Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by Contractor to City shall pass to the City upon City's inspection and acceptance of such items at the specified City location. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
12. **DELIVERY:** With respect to delivery under this order, time is of the essence, and the order is subject to termination for failure to delivery as specified. For any exception to the delivery date as specified on this order, Contractor shall give prior notification and obtain written approval thereto from the City. The acceptance by the City of later performance with or without objection or reservation shall not waive this right to claim damages for such breach nor constitute a waiver of the requirement for the timely performance of any obligation remaining to be performed by Contractor.
13. **REJECTION:** All goods or materials purchased herein are subject to approval by the City. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the City or returned will be at Contractor's risk and expense.
14. **PAYMENT TERMS:** Unless otherwise negotiated, the terms of payment shall be net 30 days from receipt of proper invoice. PO numbers must be noted on all invoices.
15. **CASH DISCOUNTS:** In the event that the City is entitled to a cash discount, the period of computations will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is made part of the contract. For the purpose of earning the discount, payment is deemed to be made on the date of mailing or transmittal of the City warrant, check or EFT.
16. **INVOICING:** Itemized invoices are required. Invoices will not be processed for payment until items invoiced are received. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the contractor and approved by the City.

17. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Contractor shall comply with all applicable federal, state, local laws and regulations. Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.
18. **INFRINGEMENTS:** Contractor agrees to protect and save harmless, the City against all claims, suites, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchases, installation, or use of goods and materials ordered and to assume all expenses and damages arising from such claims, suits or proceedings.
19. **WARRANTIES:** Contractor represents and warrants that the goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with the specifications and be free from defects in labor, material and manufacturer. All UCC implied and expressed warranties are incorporated in this Purchase Order/Contract. Contractor shall transfer all warranties to the City.
20. **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
21. **INDEMNIFICATION/HOLD HARMLESS:** Contractor 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 in connection with the performance of this Purchase Order/Contract, except for injuries and damages caused by the sole negligence of the City
22. **FORCE MAJEURE:** Contractor will not be responsible for delays in delivery due to acts of God, fire, strikes epidemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due the reason for delay.
23. **TERMINATION:** (i) The parties may terminate this Purchase Order/Contract by mutual agreement. (ii) The City may terminate this Purchase Order/Contract at any time with written notice to Contractor. Upon receipt of the written notice, Contractor shall stop performance, and City shall pay Contractor for goods delivered and accepted. (iii) The City may terminate this Purchase Order/Contract at any time if City fails to receive funding, appropriations, or other expenditure authority. (iv) If Contractor breaches any Purchase Order/Contract provision or is declared insolvent, the City may terminate this Purchase Order/Contract for cause with written notice to the Contractor, and Contractor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC
24. **DEFAULT:** The Contractor covenants and agrees that in the event suit is instituted by the City for any default on the part of the Contractor and the Contractor is adjudged by court of competent jurisdiction to be in default, Contractor shall pay to the City all costs, expenses expended or incurred by the City in connection therewith, and reasonable attorneys' fees.
25. **SEVERABILITY:** If a court of competent jurisdiction declares any provision of the Purchase Order/Contract to be invalid, the other provisions and the rights and obligations of the parties remain in effect.
26. **NONDISCRIMINATION:** During the performance of this Purchase Order/Contract, the Contractor agrees as follows: The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the American with Disabilities Act (42 USC 12101 et. seq.).
27. **ANTI-TRUST:** Contractor and the City recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the City, therefore, Contractor hereby assigns to the City any and all claims for such overcharges.
28. **PUBLIC DISCLOSURE:** Purchase Order/Contract and all contents and attachments are deemed a public record as defined in the Public Records Act, Chapter 42.56 RCW. The City will make disclosure decisions based on applicable law and without liability to the Proposer.
29. **ASSIGNMENT:** (i) This award is not assignable by Contractor either in whole or in part, without the prior written approval of the City.
30. **RIGHT TO AUDIT:** The City reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the Purchase Order/Contract.

31. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by the contractor in the performance of services under this agreement, other than those owned or provided by the City, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to the City under this Purchase Order/Contract.
32. **NONDISCRIMINATION - TITLE VI COMPLIANCE:** The City of Richland assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City sponsored program or activity. Richland City further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

**END OF SECTION**

## **SECTION 6 ADDITIONAL TERMS AND CONDITIONS**

This section is a supplement to the Standard Terms and Conditions. If there is a conflict between the Standard Terms and Conditions and the Additional Terms and Conditions, the Additional Terms and Conditions shall prevail.

### **6.1 Cooperative Purchasing**

Cooperative Purchasing is not applicable to this procurement.

### **6.2 Insurance**

Insurance is required as stated in Attachment B – Sample City of Richland Contract.

### **6.3 Prohibition on Advanced Payments**

A. The City does not accept requests for early payment, down payment or partial payment prior to services being delivered.

### **6.4 Administration**

This Contract is between the City and the Consultant who shall be responsible for providing the services described herein. The City is not party to defining the division of work between the Consultant and its Subcontractors. The Consultant represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to provide the services hereunder.

### **6.5 Contract Amendments**

- A. No oral order or conduct by the City shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the City.
- B. The City reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to approval of replacements for discontinued items, add items of like function, or similar in nature or purpose to the originally listed products; the provision of ancillary services in response to minor changes in City needs; extend the contract to include optional terms.
- C. Cost or Price Analysis may be required by the City for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the City.

### **6.6 Force Majeure**

A. The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Both parties agree to use their best efforts to minimize the effects of such failures or delays. In the event the Consultant ceases to be excused pursuant to this provision, then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination. Whenever a force majeure event causes the Consultant to allocate limited resources between or among the Consultant's customers, the City shall receive no less priority in respect to such allocation than any of the Consultant's other customers.

### **6.7 Conflicts of Interest and Non-Competitive Practices**

- A. By entering into this contract, the Consultant represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the services required under this contract.
- B. 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 acquires such a conflict of interest,



it shall immediately disclose such conflict to the City. The City shall require that the Consultant take immediate action to eliminate the conflict up to and including termination.

- C. By entering into this contract, the Consultant represents that no persons except as designated by Consultant shall be employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Consultant or any of its agents; employees or representatives, to any official, member or employee of the City 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.

#### **6.8 Non-Waiver of Breach**

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

**END OF SECTION**



**City of Richland**

**Solicitation  
Number:  
RFP 24-0018**

**Attachment A  
RFP Signature Form and Addendum Acknowledgement**

**Federal Lobbyist Services**

**ALL PROPOSERS COMPLETE THIS PAGE AND INCLUDE WITH SUBMITTAL:**

1. By submitting a response, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
2. The Proposer certifies that they have read and understand all terms and conditions of this solicitation.
3. By signing this document, the Proposer certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the City determines that collusion has occurred among the Proposers, none of the submittals from the participants of such collusion will be considered. The City's determination will be final.
4. The Proposer acknowledges that the person who signs below is fully authorized to sign on behalf of the firm listed and to fully bind the firm to all conditions and provisions thereof.
5. The Proposer acknowledges receipt of the following addenda: \_\_\_\_\_ through \_\_\_\_\_.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Attachment B – Sample City of Richland Contract



**AGREEMENT BETWEEN CITY AND CONSULTANT**

**Project/Purpose Reference**

This Agreement is entered into this **day** day of **month**, **year** (“Effective Date”) by and between the **City of Richland** (“**City**”), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **business name** (“**Consultant**”), a **business entity type** with service at **registered address**. **City** and **Consultant** are referred to individually herein as a “Party” and collectively herein as the “Parties.”

**WITNESSETH:**

**1. SCOPE OF WORK**

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
  1.  City of Richland Agreement No. \_\_\_\_\_
  2.  Exhibit A: Scope of Work
  3.  City Richland Solicitation No. **RFP/RFQ #**
  4.  Exhibit B: Solicitation No. **RFP/RFQ #** proposal response submitted by Consultant dated **date**.
  5.  Additional Documents – **Identify by name**.

**2. TIME FOR COMPLETION**

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by **date**.

**3. TERM**

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on **date**.

**4. PAYMENT**

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **written dollar amount** (\$0.00), including all fees and those reimbursable expenses listed in Exhibit A.

- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
  - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
  - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
  - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

**5. INDEPENDENT CONTRACTOR**

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

**6. OWNERSHIP OF DOCUMENTS**

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and

the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not “work made for hire” within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

## **7. TERMINATION**

- a. This Agreement may be terminated by either Party upon thirty (30) days’ written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

## **8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION**

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter “public records”) may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City’s request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City’s decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant’s sole expense. City shall neither aid nor interfere with Consultant’s request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

## **9. DISPUTE RESOLUTION**

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

**10. DEBARMENT CERTIFICATION**

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the “General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs” which can be found at:

[www.sam.gov](http://www.sam.gov) and <https://secure.lni.wa.gov/verify/>

**11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION**

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

**12. ATTORNEY’S FEES**

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney’s fees and costs in action, including costs and attorney’s fees on appeal if appeal is taken.

**13. INSURANCE**

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 Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant’s maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.
- b. 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.
  - 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
  - 3. Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  - 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant’s profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. 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 \$2,000,000 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.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. 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 Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

#### **14. INDEMNIFICATION / HOLD HARMLESS**

- a. 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 willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- 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 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, 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.

**15. STANDARD OF CARE**

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

**16. SUCCESSORS OR ASSIGNS**

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

**17. NOTICES**

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager  
City of Richland  
625 Swift Blvd., MS-11  
Richland, WA 99352  
Email: [purchasing@ci.richland.wa.us](mailto:purchasing@ci.richland.wa.us)  
Phone: (509) 942-7710  
Fax: (509) 942-7397

Contact Name: [Click here to enter text.](#)  
Name of Firm: [Click here to enter text.](#)  
Address: [Click here to enter text.](#)  
Address: [Click here to enter text.](#)  
Email: [Click here to enter text.](#)  
Phone Number: [Click here to enter text.](#)  
Fax Number: [Click here to enter text.](#)

**18. EQUAL OPPORTUNITY AGREEMENT**

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

**19. SEVERABILITY**

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

**20. AMENDMENTS**

All amendments must be in writing and be approved and signed by both Parties.

**21. CHANGE IN LAW**

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

**22. CONFIDENTIALITY**



In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

**23. CHANGES OF WORK**

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

**24. EXTRA WORK**

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

**25. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

**26. AUTHORITY TO EXECUTE**

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

**27. COUNTERPART ORIGINALS**

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

*(Signature page to follow)*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND

CONSULTANT

\_\_\_\_\_  
Jon Amundson, ICMA-CM  
City Manager

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Heather Kintzley, City Attorney

SAMPLE

**EXHIBIT A: Detailed Scope of Work**

**Exhibit A to follow**

SAMPLE