

**INTERLOCAL AGREEMENT FOR
JOINT CONSULTATION AND GOVERNMENT AFFAIRS SERVICES**

This Interlocal Agreement for Government Affairs Consultant Services (the "Agreement") is entered into this 22nd day of January, 2013 by and between the City of Bellingham (the "City"), Whatcom County (the "County") and the Port of Bellingham (the "Port"). The three governments are collectively the "Governments".

WHEREAS, the Governments jointly participated in an RFQ process to select a consultant according to all applicable law to provide joint consultation and government affairs services.

WHEREAS, McBride Public Affairs, LLC (the "Consultant") was selected by the Governments to provide the joint consultation and government affairs services

WHEREAS, the City has negotiated a contract with the Consultant to provide the joint consultation and government affairs services (the "Contract"). A copy of the Contract is attached hereto as Exhibit "A".

WHEREAS, Chapter 39.34 RCW entitled "Interlocal Cooperation Act" permits local governments to cooperate and form agreements with one another.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. **Purpose**. The purposes of this Agreement is to (i) fund the joint consultation and government affairs services provided by the Consultant, (ii) jointly direct the work of the Consultant and (iii) jointly receive the benefit of the joint consultation and government affairs services.
2. **Duration**. This Agreement shall remain in effect until (i) the joint consultation and government affairs services provided by the Consultant have been completed or the Contract has otherwise been extended or terminated, (ii) all sums due the Consultant have been paid, and (iii) all sums due by Whatcom County and the Port to the City have been paid
3. **Organization - City as Lead Agency**. The City is hereby designated as the lead agency and shall administer the Contract. Except as provided herein the City shall not charge the other Governments for administering the Contract.
4. **Manner of Financing - Payment by the Governments**. The City will pay, when due, the uncontested portion of each invoice from the Consultant under the Contract Unless another allocation for a particular task is agreed to in advance of the Consultant performing that task, the Governments shall split one-third (1/3rd) each the cost of the

services provided by the Consultant under the Contract. The City will forward a copy of the invoice to the Port and Whatcom County and each will pay their respective share to the City within thirty (30) days of receipt of the invoice. Notwithstanding the limitation on the City charging for administering the Contract, in any litigation involving the Contract the Governments shall split one-third (1/3rd) each the cost of such litigation, including reasonable attorney fees (City Attorney's Office or outside counsel) and the cost of any settlement. The City will not settle any dispute without the concurrence of the other Governments.

5. **Management - Project Managers.** The persons listed below are the project managers (the "Project Managers") for the work of the Consultant under the Contract. They are the contact persons for each of the Governments. The Project Managers shall (i) approve the original scope of work or any change to the scope of work in the Contract as needed, (ii) provide any needed input to the Consultant, and (iii) receive any communications or information from the Consultant.

City Project Manager:
Whatcom County Project Manager
Port of Bellingham Project Manager

Kelli Linville, Mayor
Jack Louws, County Executive
Rob Fix, Executive Director

6. **Access and Information.** The Governments will all have reasonable access to the Consultant. All information or work product developed by the Consultant pursuant to the Contract and provided to the City shall be provided to the other Governments.

7. **Other Contracts.** Nothing herein shall preclude any of the Governments from employing the Consultant for other work not inconsistent with the consultation and government affairs services provided by the Consultant pursuant to the Contract.

8. **Notices.** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed in the United States mail and sent by certified mail, return receipt requested and postage prepaid to the respective Project Manager at the Governments main office. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original document.

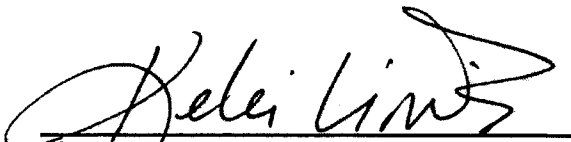
9. **Amendment.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by the Board of Commissioners of all parties hereto.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

11. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

12. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

EXECUTED, this 22nd day of January, 2013, for the CITY OF BELLINGHAM:



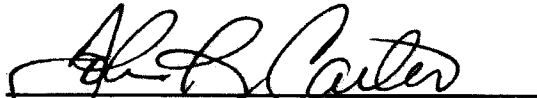
Mayor

Departmental Approval:



Department Head

Attest:



Finance Director

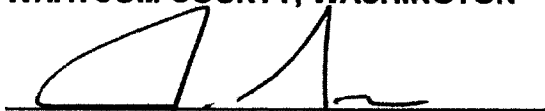
Approved as to form:



Office of the City Attorney

DATED this 4 day of ^{February} January, 2013.


WHATCOM COUNTY, WASHINGTON



Jack Louws, Whatcom County Executive

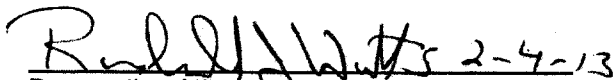
DATED this 8 day of ^{February} January, 2013

PORT OF BELLINGHAM



Rob Fix, Executive Director

Approved as to form:



Prosecuting Attorney Date 2-4-13

**AGREEMENT FOR CONSULTANT SERVICES
CITY OF BELLINGHAM - MCBRIDE PUBLIC AFFAIRS LLC**

The **CITY OF BELLINGHAM**, a first-class municipal corporation of the State of Washington, located at City Hall, 210 Lottie Street, Bellingham, Washington, 98225 (hereinafter the "City"), and **MCBRIDE PUBLIC AFFAIRS LLC**, 3300 Oldstead Ct. SE, Olympia Washington 98501 (hereinafter the "Consultant"), in consideration of the mutual covenants herein, agree as follows:

- I. **OBJECTIVE.** The objective of this Agreement is the provision of personal services related to government affairs for the City of Bellingham, Whatcom County, and the Port of Bellingham (referred to collectively as the "Governmental Agencies" or individually as a "Government Agency" herein). The Consultant shall perform such consultation and government affairs services in conformance with the terms and conditions contained herein and such work shall be collectively referred to herein as the "Services" as further set forth in Article III below. The City shall assume lead agency functions with respect to this contract for the collective benefit of the City, Whatcom County, and the Port of Bellingham.
- II. **RESPONSIBLE OFFICERS.**
 - A. The City designates the Mayor as its Project Manager for the Project. The Project Manager is the City's liaison officer to the Consultant for all purposes in carrying out the Project.
 - B. The Consultant designates Tom McBride and Ben Buchholz as its sole Representatives for liaison with the Government Agencies and for performance of the Services.
- III. **SCOPE OF WORK UNDERTAKEN BY CONSULTANT AND SERVICES SCHEDULE.** Consultant agrees to carry out the following work (the "Services" as referenced at section I above.) to the satisfaction of the Project Manager:

See Exhibit "A" attached and incorporated herein by this reference.
- IV. **TIME OF BEGINNING AND COMPLETION AND CONDITION PRECEDENT.** The effective term of this Agreement shall January 1, 2013 through December 31, 2013 notwithstanding the date of execution. In no case shall the months actually worked cause the maximum payable (Section V.) hereunder to increase without the express prior written consent of the parties. Notwithstanding the term set forth in this Section, this Agreement shall be effective only after an interlocal agreement for cost sharing of the payment set forth herein is approved by each legislative authority of the Government Agencies.

V. PAYMENT.

- A. The maximum payable to Consultant under this Agreement is ninety thousand dollars (\$90,000), which amount shall be inclusive of any out of pocket expenses included in Items B and D in this section.
- B. Payments to the Consultant will be made monthly in the amount of seven thousand five hundred dollars (\$7,500) for Services performed and completed during the previous month. Such payment shall be full compensation for Services performed, including, but not limited to, all labor, materials, supplies, equipment and incidentals. Consultant agrees to make himself available to the Government Agencies throughout the term of this Agreement, however, the parties recognize that the nature of consulting work fluctuates, for instance, during the legislative session the time commitment is greater, while during the legislative interim the time may be less. Therefore, the parties intend that the amount of compensation herein reflects the total services rendered by Consultant to the Government Agencies over the entire term of the contract outlined in Section IV above. A narrative progress report shall be provided each month, prior to payment, which shall include a brief description of work performed under each of the elements of the Scope of Work, meetings attended and delivery of work products, the status of any key project underway, and any other relevant information.
- C. The cost records and accounts pertaining to this Agreement (see section XVI below) are to be kept available for inspection by representatives of the Government Agencies or any other governmental agency with jurisdiction for a period of three (3) years after final payment.
- D. The basis for payment hereunder is the monthly installment amount set forth above for each month worked during the duration of this Agreement, payable after the services are satisfactorily rendered, including filing the report required above. The monthly amount is inclusive of compensation for the Services, as well as all expenses including mileage, meals, parking, long distance phone/cell calls on behalf of the Government Agencies, expenses related to attendance at relevant meetings and conferences including travel expenses for airfare, hotel and meals and office expenses. The initial payment to the Consultant is due January 20, 2013.

VI. CHANGES AND ADDITIONAL WORK.

- A. Upon request of the City, following consultation with the other Government Agencies, the Consultant shall make such revisions in work done under this Agreement as are necessary to correct errors or omissions appearing therein and make such other minor revisions as are reasonably requested, without additional compensation therefor.
- B. The City may, at any time following consultation with the other Government

Agencies, by written order direct the Consultant to revise portions of the Services previously completed in a satisfactory manner, delete portions/aspects of the Services, make other changes within the general scope of the Services to be performed under this Agreement, or request other additional work not reasonably implied by the scope of the Services. If such changes cause an increase or decrease in the Consultant's cost of or time required for performance of any part of the Services under this Agreement, an equitable cost and/or completion time adjustment shall be made, and this Agreement shall be modified in writing accordingly. The Consultant must assert any claim for adjustment under this section in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change.

VII. INFORMATION AND WORK PROVIDED BY THE CITY. Such information as is possessed by the Government Agencies and is useful or necessary to the Consultant in order to carry out the Services shall be turned over to the Consultant at a time and place mutually convenient. The Consultant is entitled to rely on the data provided. The Government Agencies are not required to retain additional consultants, do research or obtain additional information for use by the Consultant at the expense of the Government Agencies.

VIII. RELATIONSHIP OF THE PARTIES; SUBCONTRACTING.

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, gift or contingent fee.
- B. During the term of this Agreement, the Consultant shall not engage, on a full-time, part-time or other basis, any professional or technical personnel who are, or have been at any time during the term of this Agreement, in the employ of any of the Government Agencies (except regularly retired employees) without written consent of the Government Agency.
- C. This Agreement is for the performance of professional services. The parties intend that the Consultant shall be an independent contractor in the performance of services rendered pursuant hereto. To this end, Consultant represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established or will timely establish an account with the State Department

of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

- D. Any and all employees of the Consultant while engaged in the performance of any work or services required by the Consultant under this Agreement shall be considered employees of the Consultant only and not of any of the Government Agencies. Any and all claims that may or might arise under the Workers Compensation Act on behalf of said employees while so engaged on any of the work or services to be rendered herein shall be the sole obligation and responsibility of the Consultant.
- E. None of the Services covered by this Agreement shall be subcontracted by the Consultant without the prior written consent of the City, executed by its Project Manager. The Consultant shall be as fully responsible under this Agreement for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the provisions of this Agreement, and subcontractors shall be deemed to be bound by all the terms hereof.

IX. CONFLICT OF INTEREST.

- A. Consultant covenants that it presently has no pecuniary or proprietary interest and shall not acquire any such interests, direct or indirect, which conflicts in any manner or degree with the performance of the Services under this Agreement. The Consultant further covenants that in the performance of this Agreement no person or subcontractor having such interest shall be employed.
- B. No officer, employee or agent of any of the Government Agencies who exercises any functions or responsibilities in connection with the performance of the Services shall have any personal interest, direct or indirect, in this Agreement.
- C. During the term of this Agreement it is understood and agreed that Consultant may enter into other agreements to provide government affairs services on behalf of other entities. In the event that any such subsequent agreement appears to present a potential conflict of interest, Consultant shall consult with the Government Agencies and obtain the Government Agency's consent to waive the conflict. It is further understood that merely advocating for or against issues common to the Government Agencies and other entities with similar positions on an issue does not constitute a conflict of interest.

X. DISPUTE RESOLUTION, ATTORNEYS' FEES AND APPLICABLE LAW.

- A. The City and the Consultant shall give each other prompt notice of any development either observes or becomes aware of which affects the scope or timing of the Services or involves any defect in the work of Consultant, or its

contractors or subcontractors. In the event of material disagreements between the City's Project Manager and the Consultant's Representatives arising out of this Agreement, the issue shall be addressed at meetings between the parties, which shall in such case also include at least the Project Manager and the Consultant (or a designated representative reasonably acceptable to the City), all of whom shall use their best efforts to timely resolve the dispute.

- B. In the event of litigation to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
- C. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of Whatcom County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement without recourse to any principle of Conflicts of Laws.

XI. TERMINATION.

- A. In the event of the death or disability of the Consultant which renders Consultant unable to perform the Services pursuant to this Agreement the City may summarily terminate this Agreement and Consultant will be paid for all work performed up to the date of termination. Termination under this Section shall be effective upon receipt of written notice thereof.
- B. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to budgetary constraints, and prior to its normal completion, the City may summarily terminate this Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the Services covered by this Agreement is no longer in the best interest of the Government Agencies, the City may summarily terminate this Agreement in whole without further liability notwithstanding any other termination provision of this Agreement; provided that the Consultant has been paid in full for Services satisfactorily completed prior to termination. Termination under this Section shall be effective upon receipt of written notice thereof.
- C. Should either party hereto believe that the other has failed to substantially perform all or a material part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Consultant shall be paid an amount, in the discretion of the Project Manager, which takes into account actual costs incurred by the

Consultant in performing the Services to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the Government Agencies of the Services which have been performed to the date of termination. In no event shall the Consultant receive an amount based on anticipated profit on unperformed Services or other work.

- D. Upon receipt of a termination notice, the Consultant shall promptly discontinue all Services affected unless the notice directs otherwise, and shall promptly deliver or otherwise make available to the Government Agencies all data, reports, estimates, summaries, and such other information and materials as the Consultant or its subconsultants may have accumulated in performing this Agreement, whether completed or in progress, and shall also make available all equipment and/or materials purchased specifically in performing the Services where the City has reimbursed the Consultant therefor. The City may thereafter, at its sole option, take over the work and prosecute the same to completion by whatever means it chooses. Consultant shall have the right, during the termination notice period, to complete such analyses and records as necessary to place its files in order and, when necessary for protection of its professional reputation, to produce a report of Services completed to the date of termination.
- E. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

XII. LEGAL RELATIONS AND INSURANCE.

- A. The Consultant shall comply, and shall ensure its subconsultants comply, with all applicable ordinances and resolutions, and federal and state grant agreements and local laws, regulations and ordinances applicable to the Services to be performed under this Agreement.
- B. The Consultant shall defend, indemnify and hold harmless each of the Government Agencies, their officers, employees, principals and agents from any and all injury or damage to the Government Agencies or their property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, incident to, or due to any actual or alleged negligence, intentional act, or breach of duty by the Consultant, its agents, employees, representatives or subcontractors in performing the Services under this Agreement. In the event of any claim against any of the Government Agencies or against both a Government Agency and the Consultant involving an allegation of negligence, intentional act, or breach of duty on the part of the Consultant, the Consultant shall be responsible for promptly providing a defense to the Government Agency. In the event of an

ultimate finding of sole negligence by the Government Agency, the duties with respect to defense and indemnification shall not apply. In the event of an ultimate finding of concurrent negligence by the Consultant and a Government Agency, the Consultant's responsibility for defense costs and for satisfying any judgment shall be proportionate to the percentage of the Consultant's negligence or that of its agents, employees, representatives and subcontractors. In the event of an ultimate finding of no negligence by the Government Agency, the Consultant shall have total responsibility for defense costs and for satisfying any judgment.

- C. The Consultant specifically agrees to defend and indemnify the Government Agencies from claims or suits brought by Consultant's own employees. For this purpose, Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts. This waiver has been mutually negotiated by the parties.
- D. The rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- E. Prior to execution of the Agreement, the Consultant shall file with the City appropriate evidence of insurance from insurer(s) certifying to the coverage of all insurance required herein and which will be subject to approval by the City. In the event that the Consultant is unable, through no fault or neglect, to maintain such insurance, the City shall have the right to terminate the Agreement pursuant to paragraph XII after giving the Consultant a reasonable opportunity to find alternate insurance coverage acceptable to the City. All insurance policies shall be endorsed to require the insurer to provide thirty days' notice of cancellation.
- F. Consultant shall procure and keep in force during the term of this Agreement, at Consultant's own expense, automobile liability insurance coverage, automobile liability affording limits of liability of \$500,000.00 as a combined single limit per accident for bodily injury and property damage, on all vehicles used by the Consultant in the performance of its duties under this Agreement.

XIII. ASSIGNMENT. The Consultant shall not subcontract or assign any of the work covered by this Agreement without the prior, express written consent of the City.

XIV. EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES: The Consultant agrees that it will comply with all State and local non-discrimination laws and regulations in effect at the time this Agreement is executed. The Consultant shall comply with all Federal non-discrimination laws and regulations if any of this Agreement is financed with Federal funds.

XV. COMPLIANCE WITH LOCAL LAWS: The Consultant shall be duly licensed (including Business Registration with the City of Bellingham) and shall comply with all applicable laws, ordinances and codes of the State and local governments.

XVI. ACCOUNTING AND AUDIT: The Consultant agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the Government Agencies or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate.

XVII. NOTICE. Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth herein below:

City: City of Bellingham
210 Lottie Street
Bellingham, WA 98225
Attn: Kelli Linville, Mayor

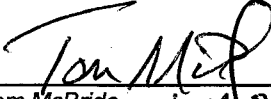
County: Whatcom County
311 Grand Avenue
Bellingham, WA 98225
Attn: Jack Louws, Executive

Port: Port of Bellingham
1801 Roeder Avenue
Bellingham, WA 98225
Attn: Rob Fix, Executive Director

Consultant: McBride Public Affairs LLC
3300 Oldstead Ct. SE
Olympia, WA 98501
Attn: Tom McBride

XX. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed document in writing pursuant to this Agreement.

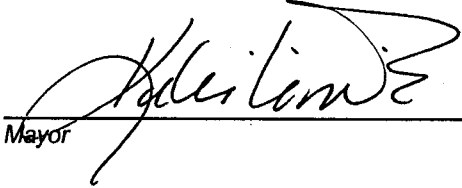
EXECUTED, this 10th day of January, 2013 by the Consultant.



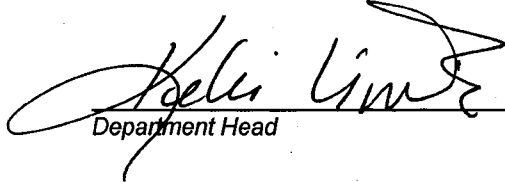
Tom McBride
for McBride Public
Affairs LLC

EXECUTED this 22nd day of January, 2013, for the CITY OF BELLINGHAM:

Departmental Approval:

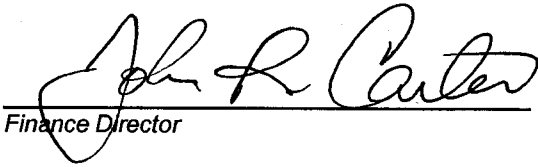


Mayor



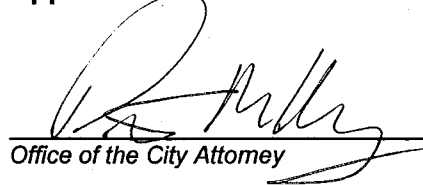
Department Head

Attest:



Finance Director

Approved as to Form:



Office of the City Attorney



City of Bellingham

REQUEST FOR PROPOSAL

**Government Affairs Consultant
REQUEST FOR PROPOSAL NO. 72B-2012**

ISSUE DATE: 10/22/2012

CLOSING LOCATION:
Purchasing Office
2221 Pacific Street
Bellingham, Washington 98229

CLOSING DATE AND TIME:

The proposal must be received by 11:00 a.m. Pacific time on Friday, November 2, 2012.

CONTACT PERSON: BRIAN M HENRICH
Email bmheinrich@cob.org

The City of Bellingham, Whatcom County and the Port of Bellingham are seeking to select a consultant to provide status relevant legislation issue and identify opportunities for staff and elected officials to testify before legislative committees as well as opportunities to meet with Legislative members and agency staff where applicable. The Consultant will work with the Association of Washington Cities, Washington State Association of Counties, and the Washington Public Ports Association in representing and advocating for the interests of the City/County/Port.

One copy of the response to the RFP shall be submitted.

Late Proposals:

Late proposals will not be accepted. The City of Bellingham accepts no liability for misdirected or lost documents. Please do not address your proposal to an individual.

EXHIBIT A

REQUEST FOR PROPOSAL PROCESS

Inquiries:

All inquiries related to this Request for Proposal are to be directed, in writing or email, to the following:

Purchasing Office
2221 Pacific Street
Bellingham Washington 98229
Telephone 360-778-7750

Information obtained from any other source will not be considered official and should not be relied upon. Inquiries and responses will be recorded and will be distributed to all Proponents.

Closing Date:

One complete copies of each proposal must be received by 11:00 a.m., Pacific time, on November 2, 2012 at: 11:00 A.M.

Purchasing Office
2221 Pacific Street
Bellingham, Washington 98229

Telephone 360-778-7750

Proposals will not be accepted if sent by facsimile. Proposals and their envelopes should be clearly marked with the **name and address of the Proponent, the Request for Proposal number, and the project or program title.**

The evaluation committee will evaluate all proposals against the criteria (see criteria section). The City's intent to enter into a contract with the proponent who has the best fit and experience.

If a written contract cannot be negotiated within thirty days of notification of the successful proponent, the City may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a contract with the next qualified Proponent or choose to terminate the Request for Proposal process and not enter into a contract with any of the Proponents.

The following timetable outlines the anticipated schedule for the Request for Proposal and contract process. The timing and the sequence of events resulting from this Request for Proposal may vary and shall ultimately be determined by the City.

EVENT	ANTICIPATED DATE
Request for proposal issued	10/23/12
Request for proposal closes	11/2/12
Proposal evaluation completed	11/9/12
Negotiation of contract commences	11/14/12
Contract is signed	11/20/12
Service delivery starts	11/26/12

PROPOSAL PREPARATION

Irrevocability of Proposals:

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. By submission of a proposal, the proponent agrees that should its proposal be successful, the Proponent will enter into a contract with the City.

Changes to Submitted Proposal:

The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the City for purposes of clarification.

Proponent's Expenses:

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the City, if any. If the City elects to reject all proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

Acceptance of Proposals:

This Request for Proposal should not be construed as an agreement to purchase goods or services. The City is not bound to enter into a contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The City will be under no obligation to receive further information, whether written or oral, from any Proponent.

Definition of Contract:

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written contract and purchase order will constitute a contract for the goods or services, and no proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

Liability for Errors:

While the City has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

Modification of Terms:

The City reserves the right to modify the terms of this Request for Proposal at any time at its sole discretion. This includes the right to cancel this Request for Proposal at any time prior to entering into a contract with the successful proponent.

Ownership of Proposals and Public Disclosure:

All documents, including proposals, submitted to the City become the property of the City. They will be received and are subject to the provisions of the Public Disclosure Law.

REQUIREMENTS AND PROJECT SCOPE

The City of Bellingham, Whatcom County, and the Port of Bellingham (City/County/Port) have agreed to work cooperatively to have their shared interests represented by a Contract Government Affairs Consultant (Consultant) for the 2013 State Legislative Session.

The Consultant will work with key stakeholders on issues that support City/County/Port position(s) on related State legislation. The Consultant shall attend legislative committees, task forces, and state agency meetings as required. Consultant shall provide regular updates, written and oral, as to the status of relevant legislation. The Consultant shall identify opportunities for City/County/Port staff and elected officials to testify before legislative committees as well as opportunities to meet with Legislative members and agency staff where applicable. The Consultant will work with the Association of Washington Cities, Washington State Association of Counties, and the Washington Public Ports Association in representing and advocating for the interests of the City/County/Port.

Activities include but are not limited to policy research, consultation with City/County/Port staff and elected officials, strategy development, and serving as the representative of the City/County/Port before legislators, staff, agencies, and other interest and professional groups.

Consultant is expected to provide monitoring, strategic advice, consultation, and other intergovernmental services to the City/County/Port on all issues pursuant to a Legislative Agenda as well as other legislative and regulatory issues as directed by City/County/Port staff and elected officials. The Consultant should be available throughout the year for legislative-related work.

It is expected that the Consultant will, in consultation with City/County/Port staff and elected officials, prepare a Legislative Agenda for presentation to the each Council and the Commission prior to the start of the State Legislative Session in January 2013. The agenda should reflect issues and strategies for priority areas.

In scenarios where the interests of the City/County/Port are not in alignment, Consultant will secure subcontracts with other government affairs specialists to ensure that the interests of the City/County/Port are adequately represented.

SUBMITTAL REQUIREMENTS.

Proponent should submit client list and Curricula Vitae. Please identify how you plan to best serve the needs of all three agencies. Explaining how you would handle an issue if a conflict arises between the three agencies. Explain your method of communication with each agency on legislative issues.

Give examples of previous reports, meetings, trainings, presentations to council, executive and other staff.

Explain any current conflicts you might have in representing the City of Bellingham, Whatcom County and the Port of Bellingham.

Explain your availability and expected time commitment to this project.

Include references, including contact name, agency, phone number and email of contact.

Explain your familiarity with Whatcom County and its local issues.

Please include a cost proposal.

EVALUATION CRITERIA

The following criteria, shown in order of importance, form the basis upon which evaluation of proposals will be made.

Mandatory Criteria:

The following are mandatory requirements. Proposals not clearly demonstrating that they meet the criteria will receive no further consideration during the evaluation process.

Mandatory Criteria	
a)	The proposal must be received at the closing location by the specified closing date and time.
b)	Proposal must be in English and must not be sent by facsimile.
c)	One copy of the proposal must be submitted.

Proposal Criteria	
Criteria	Ranking Score
Experience	30
Revelant local knowledge	30
References	10
Presentation skills	10
Communication Plan	5
Availability	10
Cost Proposal	5
Total Points	100

Compliance with Laws

The contractor will comply with all laws applicable to the work or performance of the contract. The City is exempt from Federal Excise Tax. The successful bidder will be required to obtain a Bellingham City Business Registration Certificate and pay Business and Occupation taxes. For additional information, check with the Finance Department, 360-778-8025. Any contract resulting from this Request for Proposal will be governed by and will be construed and interpreted in accordance with the laws of the State of Washington.

Indemnity

Any contract resulting from this Request for Proposal will require that the contractor indemnify and hold harmless the City, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the City at any time or times (either before or after the expiration or sooner termination of this contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the contractor or by any servant, employee, officer, director or sub-contractor of the contractor pursuant to the contract excepting always liability arising out of the independent acts of the City.

Insurance

Any contract resulting from this Request for Proposal may require that the contractor, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the contract term insurance that is acceptable to the City.

Funding

Should either party here believe that the other has failed to substantially perform all or a material part of its obligations under the contract, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, the contract may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the contractor shall be paid an amount, in the discretion of the City's project manager, which takes into account actual costs incurred by the contractor in performing the project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the

City of completing the work itself, or of employing another firm to complete it, and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the project work which has been performed to the date of termination. In no event shall the contractor receive an amount based on anticipated profit on unperformed services or work.

On the giving of notice of termination by either party, contract shall immediately begin winding down its services in anticipation of the termination, and shall be prepared to deliver to the City all documents and other uncompleted work on the date of termination.

In the event funding is withdrawn, reduced, or limited in any way after the effective date of the contract due to City budgetary constraints, and prior to its normal completion, the City may summarily terminate the contract as to the funds withdrawn, reduced, or limited notwithstanding any other termination provisions of the contract. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the services covered by the contract is no longer in the best interest of the City, the City may summarily terminate the contract in whole notwithstanding any other termination provision of the contract. Termination shall be effective upon receipt of written notice.