



City of Billings

Request for Proposals

For

Montana Legislative Lobbyist Services



City of Billings

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Section 1: General Information

Request For Proposals (RFP) – Montana Legislative Lobbyist Services

THE ABOVE DESCRIPTION MUST APPEAR ON ALL PROPOSALS AND RELATED CORRESPONDENCE.

PROPOSALS MUST BE <u>RECEIVED</u> NO LATER THAN: Friday, March 30, 2018, at 5:00 pm (MST)	RFP INITIATIVE: Montana Legislative Lobbyist Services
<p>All suppliers must respond in detail to each element of this RFP in order to be considered for contract award.</p> <p>Six copies of the proposals must be mailed or delivered to contact person at the address below with one price schedule in a separate sealed envelope. Please also deliver or include an electronic version of your proposal, minus pricing to the contact person below.</p>	
<p>SEND ALL CORRESPONDENCE TO THE CONTACT BELOW:</p> <p>City of Billings 210 North 27th Street Billings, MT 59101</p> <p>Or</p> <p>City of Billings P.O. Box 1178 Billings, MT 59103</p> <p>Liz Kampa-Weatherwax, Purchasing Agent Email: kampal@ci.billings.mt.us PHONE: (406) 657-8216 FAX: (406) 27-8608</p>	



City of Billings

Section 2: Objectives

Introduction and Objectives

This RFP is issued by City of Billings for the purpose of obtaining information and pricing regarding Montana Legislative Lobbyist Services for the City of Billings. It is the intent of the City of Billings to review and assess the RFP responses to determine if the response from solicited suppliers can meet the needs of the City of Billings.

Suppliers are expected to provide their best and most competitive proposal.

Attachment F, the Intent to Respond form, must be completed and faxed at least two (2) days prior to the advertised RFP due date.

Section 3: Information for Suppliers

Disclaimer

This RFP does not form or constitute a contractual document. The City of Billings shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this RFP. The City also will not be responsible for any expenses which may be incurred in the preparation of this RFP. This RFP is not to be construed as a contract or commitment of any kind.

Instructions to Proposers

EXAMINATION OF DOCUMENTS

Before submitting the proposals, the proposer shall:

- (a) Carefully examine the Standards and Specifications as well as all other attached documents;
- (b) Fully inform yourself of the existing conditions and limitations;
- (c) Include with the proposal sufficient information to cover all items required in the specifications.

PROPOSAL MODIFICATIONS

In addition to any other information and documentation requested in this RFP, any forms provided herein shall be included in the submitted proposal. Modifications, additions or changes to the terms and conditions of this request for proposals may be cause for rejection of the proposal. Proposals submitted without required forms may be rejected. No oral, telephone, email, fax or telegraphic proposals or modifications will be considered.



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CERTIFICATION OF ALTERATION OR ERASURE

A proposal shall be rejected should it contain any material alteration or erasure, unless, before the proposal is submitted each such alteration or erasure has been initialed in INK by the authorized agent signing the proposal.

SIGNATURE

All proposals shall be typewritten or prepared in ink and must be signed in longhand by the proposer or proposer's agent or designee, with his/her usual signature. A proposal submitted by a partnership must be signed with the partnership name to be followed by the signature and designation of the partner signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the name and signature of an authorized agent or officer of the corporation. Proposals submitted by a proprietorship must be signed by the owner and the name of each person signing shall be typed or printed legibly below the signature.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal either personally or by written request at any time prior to the due date set for receiving proposals. No proposal may be withdrawn or modified after the due date and time, unless and until the award of the contract is delayed for a period exceeding ninety (90) days.

QUOTE VALID

The proposer must honor their quote for a period of ninety (90) days after the RFP due date.

CERTIFICATION

The proposer certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition. The proposer further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

INSURANCE REQUIREMENTS

The proposer certifies that it/they can comply with the City of Billings insurance requirements of Commercial General Liability and Automobile insurance each in the minimum amounts of \$750,000 per claim and \$1,500,000 per occurrence, with the City being named as an additional insured. The City requires proof of separate, additional professional liability insurance in the amount of \$1,000,000 per claim.

The successful proposer will be required to purchase a City business license and complete the new vendor forms in order to be eligible for payment.



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DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

Information provided in response to this RFP will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each proposal submitted shall be retained for the official files of the Department and will become public record after award of the Contract. Fee or Price schedules submitted, but not reviewed by the City, do not become a public record and shall only be retained for official files.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.

The Consultant understands that, if selected, the City reserves the right to provide its opinion publicly and privately regarding the Consultant's performance.

QUESTIONS

Questions regarding the Request for Proposals contents must be sent to the contact person listed in Section 1 no later than 2 business days prior to due date for proposals. The City Of Billings will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to the Request for Proposals, a copy of which will be forwarded to all Suppliers who have submitted an "Intent to Respond" form (Attachment F).

Supplier must submit their questions via email using the "Master Q & A" form found in **Attachment E**, and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable Request for Proposals section(s).

RFP Submission

Upon the submission of the RFP response, the supplier acknowledges that all information is accurate and complete. Please send six (6) hard copies via mail to the point of contact listed in Section I, include one (1) price matrix in a separate, sealed envelope. Please also deliver or include an electronic version of your proposal, minus pricing to the contact person in Section I.

RFP Process Timeline

RFP/legal ad done:

Advertise:

Preliminary Council memo due:

Proposals must be received by 5:00 PM (MST):

Evaluate and choose:

Finalized Council memo and contract due:

Council meeting:

Dates

March 2, 2018

March 9 & 16, 2018

April 5, 2018

March 30, 2018

April 3-5, 2018

April 12, 2018

April 23, 2018



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Section 4: RFP Evaluation and Selection Processes

Initial Evaluation

Proposals received will undergo an initial review to determine:

- Compliance with instructions stated in the RFP
- Compliance with proposal submittal date

Phase II Evaluation

The evaluation of Proposer's proposal may include, but is not limited to, the following criteria:

- Experience of Proposal with legislative lobbyist services required by the City of Billings
- Capacity to assume new business
- Perceived ability to meet the City of Billings requirements
- Availability (timetable) for providing lobbyist services
- Breadth of lobbyist services available
- Reporting capability
- Process Improvements
- Compliance with the City of Billings Terms and Conditions
- Total Cost Competitiveness

The City reserves the right to conduct interviews with all or some of the Proposers at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating firms using the above-stated criteria.

The City also reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

Section 5: Scope of Work

Below is a general outline of the anticipated scope of work. However, the final scope of work will be negotiated with the successful proposer.

A. Purpose:

The City of Billings, Montana, is seeking to hire a qualified and competent individual or firm to provide State Legislative Lobbyist Services. The City is interested in entering into a two-year contract with the successful individual or firm, commencing on July 1, 2018. The City further reserves the right to exercise the option to renew the contract for an additional two years by mutual agreement of both parties.



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B. Background:

The City of Billings is the largest city in Montana, with an estimated 2018 population of 113,780. The City provides the normal range of governmental services including Police, Fire, Parks and Recreation, Road Maintenance, Planning, Zoning, Building and Code Enforcement to its citizens. Further, it is the market center for about 500,000 people from a region encompassing all of Montana, northern Wyoming and the Dakotas. The City enjoys a flourishing retail sector, boasting a 220,000 square foot Scheels store, Cabela's and two shopping malls. Two hospitals, two four-year colleges and a college of technology also serve the community and the region. The City's fiscal year begins July 1st and ends on June 30th. As the largest city in Montana, Billings has special needs and issues that it asks the Legislature to consider. The Montana League of Cities and Town does broad-issue, statewide lobbying, but Billings needs a lobbyist to provide more detailed and Billings-specific legislative lobbying services, but expects the City lobbyist to work in conjunction with the MLCT lobbyist on common issues.

C. Eligibility:

The City prefers Proposer(s) maintain an active presence in Helena, Montana. It is also desirable for Proposer(s) to have a working knowledge of Billings and Yellowstone County local government issues. Proposers shall possess or have continual and immediate access to legal and legislative expertise sufficient to execute all tasks and responsibilities in a thorough, competent and professional manner. The names, resumes and qualifications of all professional personnel proposed for these services shall be submitted as a part of your RFP response.

D. Qualifications and Expertise:

To be eligible to respond to this RFP, the Proposer(s) must demonstrate that they have successfully performed the services in the Scope of Work section of this RFP. At a minimum, qualification submittals should include:

1. A list of clients, particularly non-profit or public service organization clients, for whom you have performed these services within the past five (5) years. Include agency, contact name, address, email address, telephone and fax numbers;
2. A list of current clients and the percentage of time committed to each, for who you currently perform these services. Include agency, contact name, address, email address, telephone and fax numbers;
3. A history of your organization, including a current organization chart (if applicable), and any other appropriate descriptive information which will be helpful in our evaluation of your qualifications and experience. Include the number of years you have provided state lobbying services, a brief scope of services provided, fees charged and the name of the staff member who managed the contract;
4. Identify the principal who will be directly responsible for lobbyist services for the City. If applicable, identify any supporting team members and their individual roles in the City's contract, including how many years the principal and each member has been lobbying at the state level.



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E. Scope of Work:

The City of Billings seeks to retain the services of a legislative lobbyist/consultant for matters in which the City may need professional services before the Montana Legislature, State of Montana administrative agencies, the Montana Governor and Cabinet, etc. Such services shall include, but not necessarily be limited to:

- Make oneself familiar with City operations and initiatives;
- Assist the City Administrator and City Council in the coordination and development of the City's legislative program;
- Work with the City Administration, City Council and the Yellowstone County Legislative Delegation developing special or general legislation in keeping with, or supportive of, the City's adopted legislative program;
- Testify before and present written information to legislative committees, subcommittees, interim committees and individual legislators;
- Communicate closely and regularly and attend meetings with City Administration, City Council and others specified in order to perform the responsibilities assigned and to request assistance as needed on legislative matters of interest to the City;
- Work closely with the representatives of the Montana League of Cities and Towns, the Montana Municipal Insurance Authority and legislative lobbyists from the Yellowstone County area on legislative matters of common interest;
- Arrange for and coordinate additional lobbying efforts on specific legislative matters, as needed;
- Act as an informational resource for and attend meetings with the Yellowstone County Legislative Delegation as required by City or Delegation;
- Prepare and submit to the City Administrator a written activity report describing all lobbying activity during the reporting period. During the legislative session, such written reports shall be submitted at least once every two (2) weeks;
- Monitor proposals and activities in meetings regarding state administrative and agency hearings, as well as in rule challenges in the Division of Administrative hearings. This would include a review of agendas and providing notification to the City as pertinent issues arise and reporting the outcome of such meetings;
- Prepare and submit to the City Administrator electronic reports on the status of legislative bills of interest to the City. Such reports may include, but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules or regulations, and other state policies or programs that affect the City and its citizens either directly or indirectly;
- Attend Legislature during all official legislative days, including scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings, meetings or rule-making proceedings; except for established legislative recesses;
- Be responsible for appropriate reports and registration with the Commissioner of Political Practices as required by MCA Title 5, Chapter 7, parts 1 through 3 (inclusive);
- Serve as a source of information and as a legislative liaison, even during off-term periods.



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F. Responsibilities of Contractor:

The Contractor shall perform the scope of services as contained in the Scope of Work section of this RFP. This list of services shall not be deemed all-inclusive and may be changed from time to time as authorized by the City.

All correspondence shall be directed through the City Administrator or designee.

Contractor shall provide the City with a current written listing of all its clients. This list must be kept current at all times during the contract term and any extension terms of the contract. The Contractor shall notify the City of any new clients within ten (10) days of such commitment. The written notice may be in a form of letter or email to the City Administrator or designee. Contractor is required to notify the City if he/she upon a good faith basis believes there to be a conflict between Contractor's representation of the City and another client or if the Contractor's workload increases to the point which makes serving the City unreasonably difficult.

G. Responsibilities of the City:

The City Administrator shall serve as the "lead" staff person to coordinate with the Contractor; however, other individuals will be designated by the City Administrator from time to time to communicate with and coordinate the Contractor's work.

The City shall have appropriate staff available as may be required to discuss issues with the Contractor, particularly during the legislative session

The City shall use its best efforts to cooperate with the Contractor in providing the information and documentation necessary in the performance of the legislative consulting services.

H. Compensation:

Proposer shall define the billing method: i.e. a flat retainer fee, plus or including expenses, or an hourly fee, plus or including expenses, and a maximum annual fee, inclusive of travel and expenses for all services as outlined in the RFP. The City prefers Proposers to offer their fee to the City as a firm, fixed annual fee, which includes all expenses including travel for the services as outlined in the RFP.

The proposed fee(s) shall detail all costs. Contractor shall not be reimbursed or otherwise paid for internal word processing, data processing, local telephone service, copies, mail, postage or other services that would reasonably be deemed the Contractor's overhead expenses. City shall not be responsible for payment of out-of-pocket costs unless otherwise agreed to by Contractor and City.

Hourly fees for proposed, additional "team" members, expense reimbursement, and related additional costs may be included for informational purposes only. These proposed, additional expenses may be used to form a basis of any subsequent negotiations for additional services, outside the base services contained in the RFP, if applicable, but will not be part of the original City contract.

All compensation, expense, fees, etc. shall be outlined in detail on Attachment C of this RFP and included with proposal in a separate, sealed envelope. Only one copy of Attachment C is necessary with proposal submittal.

210 North 27th Street P.O. Box 1178, Billings, MT 59101



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ATTACHMENT A

VALIDATION QUESTIONS FOR SUPPLIER

GENERAL INFORMATION

- 1) Company Name
Address:
Contact Name:
Contact Phone:
Contact Email:
Website/URL:
- 2) How many facilities/locations do you have in the U.S? Please list.
- 3) How many years has your company been doing business under this name?
- 4) Total Full-Time Employees.
- 5) Do you have Small Business Administration Status? If yes, can you provide documentation?
- 6) What are your standard payment terms?
- 7) References - Please attach a Word® document with all contact information for at least the following three references:
 - a) New Company (started doing business with them in the past 12 months)
 - b) Retained Company (have been doing business with them for 3 + years)
 - c) Former Company (contract terminated in the past 2 years)
- 8) Can you provide a statement and meet the City of Billings minimum insurance requirements of Commercial General Liability and Automobile insurance each in the minimum amounts of \$750,000 per claim and \$1,500,000 per occurrence, with the City being named as an additional insured; as well as separate, additional professional liability insurance in the amount of \$1,000,000 per claim?

FUNCTIONALITY

- 1) A certificate of insurance must be provided prior to signing the contract, commencing on the day contract begins. Are you willing to comply with these requirements?
- 2) You must instruct your insurance broker/carrier to notify the City of Billings should your coverage change. Are you willing to do this?
- 3) The successful proposer will be required to purchase a City business license and complete the new vendor forms in order to be eligible for payment. Are you willing to do this?

QUALITY AND SERVICE

- 1) Do you have a quality assurance program? If yes, please attach a copy.
- 2) Are your employees required to take a mandatory drug test?

LEGAL ISSUES

- 1) Are there any pending lawsuits against your company? If yes, please explain.



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ATTACHMENT B

SAMPLE CONTRACT

THIS AGREEMENT is made and entered into this ____ day of _____, 20 ____, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “**CITY**,” and _____, of _____, hereinafter referred to as “**CONSULTANT**.”

WITNESSETH:

WHEREAS, the **CITY** proposes to _____ and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof.

WHEREAS, the **CITY** has authority to contract for such services, and;

WHEREAS, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE:** **CITY** agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. 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.

2. **TERM:** This **AGREEMENT** shall be for a period of _____ years, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended for _____ one year options by mutual agreement of both parties, in writing, thirty (30) days prior to termination.

3. **PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed \$_____.

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the Consultant will not perform any work that the **CITY** deems outside the scope prior to receiving written approval



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from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

4. INDEPENDENT CONTRACTOR STATUS: The parties agree that **CONSULTANT** is an independent Contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONSULTANT** is not subject to the terms and provisions of the **CITY**'s personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONSULTANT** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONSULTANT** and any third parties.

5. INDEMNITY AND INSURANCE:

- A. The Consultant agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or its agents or employees.
- B. The Consultant shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Consultant, the Consultant shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Consultant's or any subcontractor's wrongful or negligent acts occurring as a result from the Consultant's performance pursuant to this **AGREEMENT**.
- D. The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONSULTANT** shall provide the following insurance:

- 1. Workers' compensation and employer's liability coverage as required by Montana law.
- 2. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- 3. Automobile liability -- \$1,500,000 per accident.
- 4. Professional liability in the amount of \$1,500,000 per claim.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.



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The **CITY** shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.

In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

CONSULTANT shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. **CONSULTANT** shall maintain workers' compensation insurance coverage for all members and employees of **CONSULTANT's** business, except for those members who are exempted as independent **CONSULTANTS** under the provisions of §39-71-401, MCA.

CONSULTANT shall furnish **CITY** with copies showing one of the following: (1) proof of registration as a registered Contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent Contractors.

6. AGREEMENTS OF CONSULTANT: As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

210 North 27th Street P.O. Box 1178, Billings, MT 59101



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The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

7. **AGREEMENTS OF CITY:**

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the City of Billings' portion of the project as designated in the scope of work.
- B. Name a Project Manager who shall be the liaison between the Consultant and the City of Billings. For this project, the Project Manager for **CONSULTANT** designated is _____ and the Project Manager for **CITY** designated is _____.

8. **NONDISCRIMINATION:**

- A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The **CONSULTANT** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The **CONSULTANT** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

- C. The **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
- D. The **CONSULTANT** shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such sub-consultant or vendor of the



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CONSULTANT under this **AGREEMENT**.

- E. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
9. **PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.
10. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
11. **DECLARATION OF NO FINANCIAL INTEREST:** The **CONSULTANT** hereby declares that he does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Section 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this **AGREEMENT**, any person having any such interest. Until the property is acquired by the **CITY** or excluded from its project by resolution of its governing body, the **CONSULTANT** and any employees of the **CONSULTANT**, so long as they are employed by the **CONSULTANT**, will not acquire any such interests and will not, for their own account or for other than the **CITY**, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.
12. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
13. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.
14. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.



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15. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**.

In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.
16. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.
17. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request.
18. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**.
19. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**.
20. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.
21. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.
22. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.
23. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.



City of Billings

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

BUSINESS NAME

By _____
WILLIAM A. COLE, MAYOR

By _____
Signature

Print Name Above

Print Title Above

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY ATTORNEY



City of Billings

ATTACHMENT C

PRICE MATRIX

(to be sent with proposal in a separate, sealed envelope)

Nature of Service to be Provided:	Price	Payment Schedule
Grand Total Est. Annual Price:		
Notes:		

I/We acknowledge _____ addendum.

#

Company Name

Date

Contact Name (please print)

Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



City of Billings

ATTACHMENT D

CONDITIONS AND NON-COLLUSION FORM

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and on that date set forth herein.

In signing this proposal, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the due date and time to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

Legal Name of Firm/Corporation

Authorized Signature

Address

Printed Name

City/State/Zip

Title

Date

Telephone Number



ATTACHMENT E

MASTER Q & A FORM

PROJECT: Montana Legislative Lobbyist Services

Master Q&A	Any questions regarding this Request for Proposals should be submitted according to the process outlined below. The City will make every effort to answer within two (2) days of receiving the questions.
Q&A Process	<ol style="list-style-type: none"> 1. Prepare questions or concerns on the template provided. 2. Complete the table in full, providing a date for each question and a section of the RFP to reference (if applicable). 3. Submit the completed form via email to kampal@ci.billings.mt.us. Attach associated documents as necessary. <p>Please contact Liz Kampa-Weatherwax with any questions regarding this process.</p>

Questions from: _____ **Company:** _____

Email Address: _____

#	Date	Reference Section	Question or Comment	City Response
1				
2				
3				
4				

City of Billings

ATTACHMENT F

INTENT TO RESPOND FORM

RFP: Montana Legislative Lobbyist Services Dated

Fax or email the following Intent to Respond form to within two (2) days of RFP date even if your company chooses NOT to participate in the RFP.

To: City of Billings
Attn: Liz Kampa-Weatherwax
Fax: (406) 247-8608
Email: kampal@ci.billings.mt.us

From:	_____	Contact Name
	_____	Company Name
	_____	Company Address

	_____	Phone Number
	_____	Fax Number
	_____	Email Address

We intend to respond to this RFP by the specified due date:

Yes _____ No _____

Company Name	Date
--------------	------

Contact Name (please print)	Title
-----------------------------	-------

Signature of Contact Person

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



City of Billings

ATTACHMENT G

PROPOSER CONTACT INFORMATION

A. Company Contacts

Primary Contact Person (Name):	
Title/Function:	
Address	
Business Hours Phone:	
Fax:	
Internet E-mail Address:	
Name of Person Responding to Request:	
Title/Function:	
Address:	
Phone:	
Fax:	
Internet E-mail Address:	

B. General Company and Financial Information

Company Name:	
Headquarters Address:	
City, State, ZIP	
Headquarters Phone:	
Headquarters FAX:	
Company Owned By:	
Percent % Ownership:	
Years In Business	
Name of CIO	
Name of CEO/President:	