

## REQUEST FOR PROPOSAL

Original Date Issued: Monday, November 27, 2017. 2:00pm EST

Date Amended and Reissued: January 11, 2018, 10:30am EST

Deadline for Receiving Questions: Thursday, January 25, 2018. 5:00pm EST

Closing Date: Thursday, February 1, 2018. 5:00pm EST

Subject: **Request for Proposal No. ICMAHO/ICMA Applied Knowledge Assessment Revision/2017**

ICMA/ The International County Management Association (ICMA) is seeking proposals from eligible Respondents for professional services for ICMA in Washington, D.C. ICMA anticipates awarding one (1) single award a result of this solicitation. ICMA reserves the right to award more or fewer awards than anticipated above.

Technical questions concerning this solicitation should be directed to the ICMA Director of Professional Development at [workwithus@icma.org](mailto:workwithus@icma.org). All contractual questions relating to this solicitation must be submitted to Representative, Grants and Contracts Administration at [workwithus@icma.org](mailto:workwithus@icma.org).

All communications must include the solicitation title, ICMAHO/ICMA Applied Knowledge Assessment Revision/2017, in the subject line.

No communication intended to influence this procurement is permitted except by contacting the designated contacts above. Contacting anyone other than the designated contacts (either directly by the Respondent or indirectly through a lobbyist or other person acting on the respondent's behalf) in an attempt to influence this procurement: (1) may result in a Respondent being deemed a non-responsive Respondent, and (2) may result in the Respondent not being awarded a contract.

This solicitation in no way obligates ICMA to award a contract nor does it commit ICMA to pay any cost incurred in the preparation and submission of a proposal.

ICMA bears no responsibility for data errors resulting from transmission or conversion processes.

ICMA appreciates your responsiveness and look forward to a mutually beneficial business relationship.

Sincerely,

Amanda Relyea

Director, Professional Development

## **PURPOSE**

ICMA seeks a qualified psychometric service provider to facilitate the revision and validation of the ICMA Applied Knowledge Assessment.

## **ABOUT ICMA**

ICMA is the leading association of local government professionals dedicated to creating and sustaining thriving communities throughout the world. Our mission is to advance professional local government through leadership, management, innovation, and ethics.

ICMA provides member support; publications; data and information; peer and results-oriented assistance; and training and professional development to more than 11,000 ICMA members, local government experts and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect millions of individuals living in thousands of communities, from small villages and towns to large metropolitan areas.

ICMA is a 501(c)(3) nonprofit organization founded in 1914 that offers a wide range of services to its members and the local government community. The organization is an internationally recognized publisher of information resources ranging from textbooks and survey data to topical newsletters and e-publications. ICMA provides technical assistance to local governments in developing and decentralizing countries, helping them to develop professional practices and ethical, transparent governments. The organization performs a wide range of mission-driven grant and contract-funded work both in the U.S. and internationally, which is supported by federal government agencies, foundations, and corporations.

ICMA is the only national organization that focuses on the needs of appointed local government managers. For more information regarding ICMA's programs and services, please go to [www.icma.org](http://www.icma.org).

## **SCOPE OF WORK**

### **I. BACKGROUND**

ICMA seeks a qualified psychometric service provider to facilitate the revision and validation of the ICMA Applied Knowledge Assessment, a 119-question multiple-choice assessment. This assessment is not a test (no pass or fail) and is based on the 14 ICMA Practices for Effective Local Government Leadership:

### **1. PERSONAL AND PROFESSIONAL INTEGRITY**

Being fair, honest, and ethical in all personal and professional relationships and activities

**Leadership** dimensions that contribute to this core content area are:

- A. Fostering ethical behavior throughout the organization through exemplary personal actions

- B. Ensuring the decision-making model reflects integrity, honesty, and openness.

**Management** dimensions that contribute to this core content area are:

- A. Conducting professional relationships and activities fairly, honestly, ethically, and in conformance with the ICMA Code of Ethics and the policies of your local government to maintain public confidence in the profession and local government
- B. Performing official and personal affairs in a manner that clearly conveys that you cannot be improperly influenced
- C. Fostering ethical behavior throughout the organization through staff training on administrative ethics and the ICMA Code of Ethics
- D. Holding staff accountable and instilling accountability into operations
- E. Communicating ethical standards and guidelines to others.

## **2. COMMUNITY ENGAGEMENT**

Ensuring and managing community involvement in local government to support good decision making

**Leadership** dimensions that contribute to this core content area are:

- A. Building relationships among local, state, and federal elected and appointed officials to advocate for the community
- B. Ensuring robust public outreach in the policy-making process
- C. Respecting the governing body's role in setting direction and vision, and helping staff and the community understand the governing body's role in the democratic process
- D. Working to promote civility in public discourse
- E. Advocating for diverse viewpoints to be considered and helping the organization seek them out when they appear to be missing.

**Management** dimensions that contribute to this core content area are:

- A. Understanding the perspectives of elected officials and being mindful of competing public values in policy recommendations
- B. Learning and respecting a community's history with various political, social, and economic issues
- C. Engaging with and understanding the viewpoints of key stakeholders in the community; committing to ongoing communication about expectations, decisions, and outcomes
- D. Understanding emerging technologies that are designed to promote open dialogue between local government and constituents
- E. Employing a range of engagement, positive communication, and conflict resolution methods.

### 3. EQUITY AND INCLUSION

Creating an environment of involvement, respect, and connection of diverse ideas, backgrounds, and talent throughout the organization and the community

**Leadership** dimensions that contribute to this core content area are:

- A. Authentically bringing everyone, including traditionally excluded individuals and groups, into processes, activities, and decision making
- B. Taking a proactive approach to service delivery and decision making that accounts for underlying differences in opportunities, burdens, and needs, in order to equitably improve the quality of life for all.

**Management** dimensions that contribute to this content area are:

- A. Driving measures, goals, and plans around diversity, equity, and inclusion within your organization and community; communicating the vision for why and how achieving these goals will improve the organization and service delivery
- B. Understanding and championing sustainable support mechanisms such as affinity groups, mentoring programs, and cultural celebrations
- C. Educating the organization on common behaviors that advance diversity and inclusion efforts and address implicit biases
- D. Being aware of and acknowledging culturally significant events and holy days for employees and community members
- E. Creating opportunities for employees and community members to learn about each other's cultural backgrounds, lives, and interests; building relationships through increased understanding.

### 4. STAFF EFFECTIVENESS

Taking responsibility for the development, performance, and success of employees throughout the organization

**Leadership** dimensions that contribute to this core content area are:

- A. Energizing the team to reach a higher level of performance
- B. Providing the team with a sense of direction and purpose, and balancing the big picture framework with day-to-day operations
- C. Prioritizing collaboration and efforts that create a shared sense of success
- D. Being a role model and demonstrating behavior expected by others
- E. Developing an environment where staff are encouraged to learn new skills and try new ideas
- F. Developing meaningful connections with people at all levels of the organization
- G. Facilitating teamwork.

**Management** dimensions that contribute to this core content area are:

- A. Setting clear expectations for the organization and work groups
- B. Creating an empowering work environment that encourages responsibility and decision making at all organizational levels
- C. Delegating: assigning responsibility to others and relying on staff
- D. Coaching and mentoring: providing direction, support, and feedback to enable others to meet their full potential
- E. Conducting effective performance evaluations, reviewing success and opportunities for achievement of goals and work objectives, providing constructive feedback, and identifying others' developmental needs and available ways to address those needs
- F. Creating a positive atmosphere where interactions are based in respect and professionalism.

## **5. PERSONAL RESILIENCY AND DEVELOPMENT**

Demonstrating a commitment to a balanced life through ongoing self-renewal and development in order to increase personal capacity

**Leadership** dimensions that contribute to this core content area are:

- A. Modeling healthy work habits to your employees
- B. Modeling a healthy lifestyle to your employees
- C. Actively encouraging a personal and professional growth and development mindset throughout the organization
- D. Seeking and providing support when career setbacks occur.

**Management** dimensions that contribute to this core content area are:

- A. Periodically establishing personal development goals
- B. Successfully integrating work and personal responsibilities; periodically assessing yourself and seeking input from trusted others on their assessment of your work-life balance or integration
- C. Continually practicing mindfulness of your stress levels
- D. Identifying areas where you would like to gain knowledge or skills and developing a plan to acquire those skills and knowledge.

## **6. STRATEGIC LEADERSHIP**

Defining and communicating a vision and leveraging all resources and tools to achieve it.

**Leadership** dimensions that contribute to this core content area are:

- A. Creating, conveying, and instilling a unified vision and purpose by illustrating and providing examples of what the future will look like
- B. Fostering a safe place to take risks and initiative; serving as an example to others by applying lessons learned to future initiatives, decision making, and risk taking

- C. Examining the full scope of factors that influence an issue, determining calculated risks, and developing and using relationships and interpersonal skills to build consensus
- D. Implementing integrated solutions to complex problems that address the needs of all stakeholders
- E. Creating new and innovative strategies to deal with rapid change by assessing the environment, synthesizing strategies and plans, ensuring organizational direction and alignment, generating excitement in the workforce, and celebrating new ideas
- F. Thinking and acting to instill a culture of continuous improvement; moving the organization forward through consistent examination of methods and integration of new and innovative business trends
- G. Demonstrating high interpersonal competence and educating yourself on fundamental concepts such as self-awareness, judgment, emotions, power, resistance to change, and trust.

**Management** dimensions that contribute to this core content area are:

- A. Sharing, supporting, and advocating the organization's mission and vision by developing and communicating the vision to staff and others
- B. Creating an environment through coaching that encourages others to address complex problems using a strategic approach
- C. Providing resources and training to support creative innovation and problem-solving and seeking opportunities for improvement as well as new initiatives.

## 7. STRATEGIC PLANNING

Developing a plan of action that brings the community together, provides clarity of purpose and priorities, and guides the organization's actions in achieving its goals and objectives

**Leadership** dimensions that contribute to this core content area are:

- A. Ensuring the organization is focused on the core mission, plans are implemented, and resources are available to achieve the plan's goals and objectives.
- B. Ensuring that the social responsibility of the organization is well understood and forms part of the planning process
- C. Making sure the plan ties all parts of the organization together and that everyone sees themselves in the plan and is invested in the plan
- D. Making sure that the planning process is highly participative, involves all levels of the organization, has strong support from the elected officials and the community, and coalesces everyone around the plan
- E. Building an integrated planning system that begins with the community and flows to corporate, operational, and individual plans. Plan examples include short- and long-term financial, human resource and workforce, enterprise-wide technology, capital improvement and asset management, and community.

**Management** dimensions that contribute to this core content area are:

- A. Carrying out the planning process incorporating the needs of all stakeholders, including input from the community, elected officials, and staff
- B. Completing an environmental scan and assessment of organizational strengths, weaknesses, opportunities, and threats including major economic, social, and competitive factors
- C. Developing a vision and mission for the organization that are aspirational and reflect the organization's social responsibility
- D. Ensuring that organizational values are incorporated into strategy and plans at all levels
- E. Determining goals and key strategic objectives and indicators
- F. Completing a strategic planning document
- G. Implementing the strategic plan
- H. Assessing the results of the planning effort through data collection and measurement and benchmarking of performance
- I. Ensuring necessary improvements to processes and systems so that attainment of goals and objectives is possible.

## **8. POLICY FACILITATION AND IMPLEMENTATION**

Engaging with elected officials and other community stakeholders to create and execute policies that achieve common goals and objectives

**Leadership** dimensions that contribute to this core content area are:

- A. Assessing the environment to determine the best approach or style for championing a project to success
- B. Maintaining perspective and focus on both short- and long-term outcomes
- C. Listening to identify core interests and build cooperation and consensus among and within diverse groups
- D. Helping diverse groups identify common goals and act effectively to achieve them
- E. Energizing a group: acting as a stimulus for group action
- F. Demonstrating courage and taking responsibility for advancing the policy discussion
- G. Knowing when to lead others and when to follow the lead of others
- H. Accepting and implementing elected officials' decisions that run counter to your recommendations
- I. Being politically savvy: recognizing and navigating relationships to influence and achieve positive results
- J. Understanding the political environment and the impact of decision making on diverse groups.

**Management** dimensions that contribute to this core content area are:

- A. Helping elected officials develop a policy agenda that can be implemented effectively and that serves the best interests of the community

- B. Understanding the policy cycle, including problem definition, data gathering, development and analysis of alternatives, and ranking and recommendations
- C. Communicating sound information and recommendations
- D. Developing fact sheets, issue briefs, and other materials to provide information to decision makers and other stakeholders
- E. Respecting the role and authority relationships between elected and appointed officials
- F. Recognizing interdependent relationships and multiple causes of community issues
- G. Anticipating the consequences of policy decisions and their link to strategy
- H. Acting as a neutral party in the resolution of policy disputes; using mediation and negotiation techniques
- I. Identifying core initiatives, long-term trends, and policy issues to support and enhance the success of local government
- J. Participating in national, state, provincial, regional, and local policy discussions.

## **9. COMMUNITY AND RESIDENT SERVICE**

Discerning community needs and providing responsive, equitable services

**Leadership** dimensions that contribute to this core content area are:

- A. Convening, encouraging, and ensuring that all facets of the community are represented and have physical or technological access to engage in and be informed about community discussions and issues
- B. Celebrating participation and engagement of the community
- C. Building a culture of transparency throughout the organization
- D. Making difficult funding recommendations and building consensus when needed, taking service equity into consideration
- E. Understanding that different approaches are needed to account for different needs.

**Management** dimensions that contribute to this core content area are:

- A. Adopting a variety of data collection methods to determine community and resident needs and to inform decision making
- B. Using technology to build an open and engaging relationship between residents and their government
- C. Employing various communication methods, including social media, to ensure transparency and to tell the story of local government services and performance
- D. Providing complete, accurate, and timely information.

## **10. SERVICE DELIVERY**

Understanding the basic principles of service delivery, using strategic decision making and continuous improvement to serve the organization and community, and influencing the components and relationships between operational areas.



**Leadership** dimensions that contribute to this core content area are:

- A. Championing and supporting comprehensive plans and quality standards for service delivery and efficiency
- B. Anticipating the probability and impact of external influences on the organization, community, and individual service levels; initiating change to harness positive impacts and mitigate negative impacts
- C. Identifying strategic decisions required to pivot current resources and policies to achieve a desired future state
- D. Holding managers and staff accountable for measuring performance, using data to improve services, sharing data with other communities, and using data to communicate with constituents and tell a story
- E. Building a culture that values high performance and continuous improvement.

**Management** dimensions that contribute to this core content area are:

- A. Understanding the basic principles of service delivery in functional areas
- B. Systems planning: Understanding the processes by which functional and operational systems can impact the ability to grow jobs and improve the economy, to control cost of government, and to improve quality of life; recognizing that systems are interrelated and interdependent and must work in a coordinated fashion in order to maintain long-term community vitality
- C. Asking the right questions of functional experts to ascertain service delivery needs and corresponding solutions
- D. Understanding the roles and responsibilities of all levels of management and aligning those with the broader mission and vision of the organization
- E. Identifying the interconnectivity within the organization and with other levels of government—horizontal integration and collaboration—to create opportunities to improve service or efficiency
- F. Identifying, gathering, and reporting performance measures in a manner that is meaningful, understandable, and efficient; using data to lead and manage the organization and deliver results.

## **11. TECHNOLOGICAL LITERACY**

Demonstrating an understanding of information technology and ensuring that it is incorporated appropriately in service delivery, information sharing, and public access

**Leadership** dimensions that contribute to this core content area are:

- A. Remaining future oriented to anticipate how new developments in technology can be applied to local government
- B. Being a change agent, role model, and advocate for technology innovation that improves the organization and community

- C. Engaging the users of technology in decision making about the tools they use to serve the community and accomplish tasks
- D. Sharing data and technology with other communities to improve delivery of service and, ultimately, quality of life.

**Management** dimensions that contribute to this core content area are:

- A. Identifying the organization's technology needs and devising strategic plans to meet those needs
- B. Managing technology resources to maintain up-to-date systems, software, and infrastructure; establishing a business continuity plan
- C. Ensuring security of information technology systems
- D. Continually exploring work process and process improvements; automating only effective processes.

## **12. FINANCIAL MANAGEMENT AND BUDGETING**

Implementing long-term financial analysis and planning that integrates strategic planning and reflects a community's values and priorities; preparing and administering the budget

**Leadership** dimensions that contribute to this core content area are:

- A. Supporting transparency in financial planning and budget development by involving the community to identify goals and prioritize spending
- B. Building financial resiliency by analyzing risk, anticipating future trends and challenges, and planning for the unexpected
- C. Using the budget to tell a story and as a vehicle to connect with and inform the community
- D. Understanding the community and governing body's priorities and advancing them through the budget and short- and long-term financial planning and management
- E. Communicating and working collaboratively with departments and stakeholders throughout the budget process and through ongoing financial management
- F. Ensuring the governing body is well informed about its fiduciary responsibilities.

**Management** dimensions that contribute to this core content area are:

- A. Implementing short- and long-term financial analysis and planning
- B. Preparing accurate and understandable capital and operating budgets
- C. Providing information for effective budget and financial planning decisions by elected officials and other stakeholders
- D. Administering the adopted budget and ensuring accountability for spending
- E. Taking responsibility for preventing fraud in the system
- F. Engaging in strategic planning to direct the development of goals and the budget document
- G. Engaging employees across the organization in strategic planning, budget development, and ongoing budget management
- H. Measuring performance and assessing the results of spending

- I. Understanding investments and best practices of government finance officers
- J. Interpreting financial information to assess the short- and long-term fiscal condition of the community, determine the cost-effectiveness of programs, and compare alternative strategies.

### **13. HUMAN RESOURCES MANAGEMENT AND WORKFORCE ENGAGEMENT**

Ensuring that the policies and procedures of the organization are applied consistently and fairly, and motivating and engaging the workforce to its highest potential.

**Leadership** dimensions that contribute to this core content area are:

- A. Encouraging each employee to be focused on personal growth; proactively providing professional and leadership development opportunities for staff
- B. Modeling the organization's values
- C. Building a culture of trust and inclusiveness in which employees understand the big picture and how their positions fit within it
- D. Ensuring that hiring practices are open and transparent and that diversity goals are acted upon
- E. Actively engaging employees in the development of a high-performance organization
- F. Forecasting the needs of the workforce and institutionalizing succession planning.

**Management** dimensions that contribute to this core content area are:

- A. Understanding the organization's policies and procedures, making sure that they remain current, and ensuring that they are applied consistently
- B. Understanding the collective bargaining process
- C. Keeping current on trends in human resources management
- D. Understanding employee and employer rights and responsibilities and applicable laws and regulations
- E. Providing for continuous education and improvement, including coaching, mentoring, and access to professional and leadership development
- F. Recruiting, retaining, and developing a talented workforce
- G. Aligning the organization's human capital with the strategic objectives of the governing body.

### **14. COMMUNICATION AND INFORMATION SHARING**

Effectively facilitating the flow of ideas, information, and understanding.

**Leadership** dimensions that contribute to this core content area are:

- A. Articulating personal support for policies, programs, or ideas that advance organizational and community objectives
- B. Practicing emotional intelligence, including understanding and managing your own and others' emotions and harnessing emotions to apply them to tasks like thinking and problem solving
- C. Using verbal and nonverbal communication and cues to inspire and motivate

- D. Effectively communicating with elected officials
- E. Maintaining poise and composure while presenting in emotionally charged and crisis situations
- F. Understanding your environment; knowing when to engage and when not to engage
- G. Building a culture of transparency in the organization that facilitates effective information sharing across the entire organization and community
- H. Strategically supplementing the organization's communication tools to provide the most effective outreach opportunities.

**Management** dimensions that contribute to this core content area are:

- A. Clearly and articulately conveying a message to diverse audiences who have different levels of understanding of the content
- B. Selecting the most effective communication methods and using interesting and compelling tools to share information, including story telling
- C. Communicating and sharing information respectfully, credibly, and confidently
- D. Communicating complex material in a nontechnical way
- E. Anticipating things that can go wrong and preparing accordingly
- F. Demonstrating a solid grasp of the subject matter
- G. Understanding, appreciating, and interacting with persons from cultures or belief systems other than one's own
- H. Providing accurate information in a timely manner
- I. Training staff on how to appropriately and effectively communicate with various stakeholders, including traditional and social media, with one message and one voice, and in compliance with community protocols
- J. Preparing a crisis communication protocol
- K. Establishing positive working relationships with the media and other key information-sharing outlets
- L. Understanding and training staff on the importance of appropriate compliance with public records requests.

## II. **DELIVERABLES**

We are flexible on the approach. Here are some ideas, but it is not necessary to adhere strictly to these. We are looking to respondents, as experts, to suggest the best approach:

- Facilitate a series of virtual question-and-answer (hereafter referred to as item) writing workshops with ICMA members:
  - Teach participants the principles of effective item-writing and agree on item-writing assignments
  - Review items as a group and provide feedback to item-writers
- Perform a psychometric, sensitivity, and English-grammar edit on the draft items

- Review the items for congruence and accuracy through virtual workshops with ICMA members:
  - Congruence with the 14 ICMA Practices for Effective Local Government Leadership
  - Congruence with item specifications
  - Technical accuracy
  - Scoring accuracy
- Perform a final edit for spelling, punctuation, and style, taking great care not to change the technical meaning of any item. The output is a pool of items ready for beta testing.
- Administer the beta test to a representative group of ICMA members. Collect enough response data on each item to determine whether it should be retained, discarded, or revised and beta tested again.
- Perform a psychometric analysis of the items that were beta tested to evaluate item performance. This analysis provides valuable information on item difficulty, how well an item discriminates between high and low performers, the proportion of assessment-takers choosing each option, and other statistical indices.
- Provide an item analysis report and conduct a conference call with ICMA stakeholders to explain the report and provide consultation on final item selection.
- Notify beta testers of their scores after items are selected for the final assessment.
- Consider whether this should actually be two assessments, one on management and one on leadership. (The leadership dimensions are new, and so the existing assessment is only a management assessment.)

### **SUBMISSION REQUIREMENTS**

Section 1: Company profile:	<p>Please limit to no more than two (2) pages. CV's or resumes will not count toward the page limit.</p> <ol style="list-style-type: none"> <li>1. Provide a description of your business</li> <li>2. Provide the year established in the current business for the services requested in this request for proposal.</li> <li>3. Please provide a copy of your annual report and include information on company size, number of employees and annual revenue.</li> <li>4. CV's or resumes of key personnel- in a leading paragraph, please indicate how much time each person(s) will devote to this contract and what other projects this person (s) undertake at the same time. Please indicate which of your key personnel will perform the role of a dedicated agent to support the needs of ICMA's Executive Director and Board of Directors.</li> </ol>
Section 2: References:	<p>A description of the types and sizes of client organizations served, as well as a sample client list indicating the type of services rendered. Respondents should provide references as follows:</p> <ol style="list-style-type: none"> <li>5. At least three (3) examples of relevant work;</li> <li>6. The contact information should include the contact name, phone number, e-mail address, and website address. References will be contacted as part of the evaluation process.</li> </ol>

Section 3. Approach:	<p>7. Describe similar psychometric, revision, and validation services you have provided for other organizations.</p> <p>8. Describe step-by-step how you will address the deliverables listed in section II. Deliverables of this RFP.</p>
Section 4. Pricing:	<p>ICMA will consider a proposal that is either a transaction level, fixed-fee, level of effort rate subject to a maximum not to exceed fee or other arrangement fair and favorable to ICMA.</p> <p>Please describe your pricing method and why this would be advantageous to ICMA.</p> <p>Please be advised that ICMA is cost-conscious about procuring outside services.</p>

### **TYPE OF CONTRACT TO BE AWARDED**

TBD

### **CONTRACT TERM AND DELIVERY DATES**

ICMA expects this scope of work to be completed within 4 months. Final delivery dates will be negotiated upon award.

### **EVALUATION AND AWARD PROCESS**

Offers will be evaluated based upon:

1. ability to match the qualifications set forth in this solicitation
  - a. section 1 (20%)
  - b. section 2 (20%)
  - c. section 3 (35%)
2. price (25%)

ICMA reserves the right to award under this solicitation without further negotiations. The respondents are encouraged to offer their best terms and prices with the original submission.

### **INSTRUCTIONS TO THE RESPONDENTS**

Respondents interested in providing the services described above should submit a proposal following the prescribed format in the Submission Requirements section of this RFP.

Adherence to the proposal format by all respondents will ensure a fair evaluation with regard to the needs of ICMA. Respondents who do not follow the prescribed format may be deemed non-responsive. A letter transmitting the proposal must be signed by an officer of the firm authorized to bind the respondent as required by this solicitation.

1. Transmission letter
2. Package no more than six (6) pages excluding CV's or resumes and required forms
3. Completed and signed required forms

Packages must be submitted electronically to Representative, Grants and Contracts Administration at [workwithus@icma.org](mailto:workwithus@icma.org). Place “**ICMAHO/ICMA Applied Knowledge Assessment Revision/2017**” in the subject line. No phone calls please.

Applications received after the closing date stated on the top of page 1 will be rejected.

### **APPENDICES (REQUIRED FORMS)**

W-9

New Vendor Form

### **GENERAL CONDITIONS**

**Proposal Submission** - Late proposals and proposals lacking the appropriate completed forms will be returned. Faxed proposals will not be accepted. Proposals will not be accepted at any other ICMA location other than the email address above. If changes are made to this solicitation, notifications will be sent to the primary contact provided to ICMA from each Respondent. ICMA takes no responsibility for effective delivery of the electronic document. The vendor offer will be rejected, if the vendor modifies or alters the electronic solicitation documents.

**Proprietary Information** - Careful consideration should be given before confidential information is submitted to ICMA as part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes. Information submitted to ICMA that the Respondent wishes to have treated as proprietary and confidential trade secret information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted. However, ICMA cannot guarantee the confidentiality of any information submitted.

**Contract Award** - ICMA anticipates making one award under this solicitation. It may award a contract based on initial applications without discussion, or following limited discussion or negotiations. Each offer should be submitted using the most favorable cost and technical terms. ICMA may request additional data or material to support applications. ICMA expects to notify Respondents in approximately one month from the proposal due date whether your proposal has been selected to receive an award.

**Limitation** - This solicitation does not commit ICMA to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. ICMA reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation when it is in ICMA's best interest.

**Disclosure Requirement** - The Respondent shall disclose any indictment for any alleged felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States, and shall describe circumstances for each.

When a Respondent is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of ICMA after the award of a contract, ICMA may exercise its stop-work right pending further investigation, or terminate the agreement.

No Gifts - It is ICMA's Policy that no gifts of any kind and of any value be exchanged between respondents and ICMA personnel. Discovery of the same will be grounds for disqualification of the Respondent from participation in any ICMA's procurements and may result in disciplinary actions against ICMA personnel involved in such discovered transactions.

Equal Opportunity - In connection with the procurement of the specified services, the firm warrants that it shall not discriminate because of race, color, religion, sex, national origin, political affiliation, non-disabling physical and mental disability, political status, matriculation, sexual orientation, gender identity or expression, genetic information, status as a veteran, physical handicap, age, marital status or any other characteristic protected by law.

Small and Disadvantaged Businesses - ICMA shall use good faith efforts to provide contracting and procurement opportunities for SBD's. SDB categories include minority business enterprises (MBE), woman-owned business enterprises (WBE), small veteran and disabled veteran owned businesses, Historically Black Colleges and Universities (HBCUs), predominantly Hispanic Universities (HACUs), small businesses in Historically Under-utilized Zones (HUBZones) and private voluntary organizations (PVOs) principally operated and managed by economically disadvantaged individuals.



## SAMPLE TERMS AND CONDITIONS

These Terms and Conditions are effective as of the last date signed below (the Effective Date), by and between [CONTRACTOR] (Contractor), a/an [STATE OF INCORPORATION] corporation, with its principal place of business at [ADDRESS] and **THE INTERNATIONAL ICMA/COUNTY MANAGEMENT ASSOCIATION** (ICMA), a Washington, D.C. nonprofit corporation, with its principal place of business at North Capitol Street NE, Suite 500, Washington, DC 20002. Contractor and ICMA are sometimes referred to individually as a Party and collectively as the Parties.

WHEREAS, Contractor delivers certain professional services, including, but not limited to, [DESCRIPTION OF SERVICES OFFERED BY CONTRACTOR]; and

WHEREAS, ICMA wishes to obtain such professional services.

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **1. SERVICES PROVIDED**

#### 1.1 Statement of Work.

(a) Contractor will provide professional services (the Services) as specified in Attachment A, the statement of work (Statement of Work) agreed to by the Parties. Together, these Terms and Conditions and the Statement of Work shall constitute the Agreement. The Statement of Work shall contain, at a minimum, the following information: (a) the responsibilities of the Contractor, including a description of the Services and Work Product (as defined in the “Intellectual Property” Section); (b) the commencement and termination dates of the Services; and (c) fees, expenses and a payment schedule. Both Parties must approve and execute the Statement of Work for such Statement of Work to be in effect.

(b) Changes. Additions or modifications to the Statement of Work may be accomplished through the use of a Change Order as defined below. A Change Order must be in writing and signed by both Parties in order to be effective. The procedure for creating a Change Order is as follows: (a) Either Party shall submit a written request to the other Party specifying the additions or modifications to the Statement of Work desired (the Change Notice); (b) after the exchange of such Change Notice, the Contractor shall submit a change order proposal (the Change Order) to ICMA which shall include a description of the work, any additional fees and any changes to the delivery dates. Upon ICMA’s written signature to the Change Order, the Change Order will become part of the Agreement. Without a Change Order, ICMA shall have no duty to make payment for any additional work performed.

#### 1.2 Personnel.

(a) ICMA approval. The Services provided by Contractor may be performed by Contractor's employees or subcontractors. ICMA shall have the right to approve all personnel including subcontractors assigned to perform Services under this Agreement, and Contractor shall not replace personnel or subcontractors without ICMA's prior written approval.

(b) Replacement of personnel. In the event that any personnel performing Services hereunder are found to be unacceptable to ICMA for any reason, ICMA shall notify Contractor in writing, and Contractor shall, at ICMA's request, either provide a qualified replacement or take appropriate corrective action. Contractor agrees to provide ICMA with written notification two weeks before replacing any project personnel. Two weeks advance notice is not required where immediate termination is clearly necessary to protect the interest of the project. However, in such cases, Contractor shall notify ICMA promptly. In all cases, ICMA must approve in writing changes to any personnel assigned to perform work under this Agreement.

(c) No payment for training. In the event that Contractor provides replacement personnel for any reason, Contractor shall not charge ICMA for the time required to train the replacement until such personnel are familiar with the particular project and all work done prior thereto, so that such replacement personnel are capable of performing the Services as efficiently as the replaced personnel at the time of departure.

1.3 Subcontractors. Contractor agrees that in the event it hires or works with any subcontractor to perform any of the Services under the Agreement, Contractor shall ensure that such subcontractors are bound by the terms of this Agreement, including, where necessary, executing an addendum to existing contracts between Contractor and subcontractor. At a minimum, as part of an addendum or otherwise, Contractor shall notify the subcontractor in writing, in substantially the form attached hereto as Exhibit A, of the following ICMA requirements: (a) subcontractor is prohibited from using names, logos, or other marks owned by or associated with ICMA for any purpose, including marketing, advertising or publications without ICMA's prior written consent; (b) subcontractor shall comply with all applicable laws in the performance of the Services for which it has been engaged by Contractor; (c) subcontractor shall not disclose or use information about ICMA for purposes other than performing the Services for which it has been engaged by Contractor; (d) subcontractor shall assign to ICMA all of its right, title, and interest in and to any Work Product; and (e) subcontractor shall carry appropriate insurance coverage as applicable, and shall supply proof of its insurance coverage such as a Certificate of Insurance at the request of Contractor.

1.4 Background Checks. Contractor agrees that prior to Contractor or its Personnel, if any, being permitted to begin performing Services for ICMA on ICMA's premises, Contractor shall certify that it has performed a background check (Background Check) verifying the following records: (i) Social Security number; (ii) county criminal records; (iii) national criminal records; (iv) and credit check, if appropriate, and that Contractor and any Personnel have successfully passed the Background Check. In the following situations, Contractor shall also perform and verify a credit check on Contractor and any Personnel: where the position involves fiscal responsibilities or access to confidential or sensitive information; where the work to be

performed requires access to ICMA's networks, equipment, and/or facilities; or where Contractor and any Personnel's access or work is similar to that of ICMA employees.

In the event that Contractor has not performed a Background Check on Contractor or its Personnel proposed for assignment to work in or on ICMA's premises (or that any Background Check(s) performed by Contractor are not satisfactory to ICMA) Contractor agrees that: (i) ICMA may perform the Background Check at its own expense and (ii) Contractor and any Contractor Personnel who do not consent to the required Background Check will not be permitted to perform services on ICMA's premises. In the event that ICMA determines, subject to applicable law, based upon a review of the Background Check materials, that the proposed Personnel do not meet ICMA's minimum acceptable standards, Contractor agrees that such Personnel shall not perform services for ICMA and Contractor shall supply other Personnel for ICMA's consideration. In the event Contractor fails the Background Check, ICMA may terminate this Project Agreement.

## **2. INTELLECTUAL PROPERTY AND LICENSES PROVIDED**

2.1 Intellectual Property. Work product consists of the deliverables and other materials, including drafts thereof, prepared by Contractor or subcontractor(s), if any, to carry out the Services under this Agreement (Work Product). Contractor represents and warrants to ICMA that the Work Product is the original Work Product of Contractor and/or subcontractor and that it does not infringe any third party's intellectual property rights. ICMA shall own all right, title and interest in the Work Product. Contractor agrees that the Work Product is a "work made for hire" for ICMA under Section 101 of Title 17 of the United States Code as it now stands or as later amended. If the Work Product is deemed not to be a "work made for hire," Contractor does hereby sell, transfer, assign and deliver to ICMA and its successors and assigns forever, all of Contractor's right, title and interest, including all copyright interest, in the Work Product, in all forms, including, but not limited to, written or electronic form. In order to effectuate the ownership provision of this Agreement, Contractor shall obtain from any subcontractors, in substantially the form attached hereto as Exhibit A, an assignment of all right, title and interest in and to the Work Product, including all copyrights, created by subcontractors in favor of ICMA. Contractor and subcontractor shall promptly take any actions that ICMA may reasonably request in connection with this assignment.

2.2 Contractor Property. Notwithstanding the foregoing, Contractor shall retain sole and exclusive ownership of and all right, title and interest in all intellectual property of Contractor existing prior to Contractor's performance of the Services. In addition, nothing herein is intended to restrict Contractor's right to use any and all ideas, concepts, expertise, know-how and learnings Contractor may discover, acquire or develop during the provision of Services which is of general application and does not contain any ICMA Confidential Information or other ICMA-specific information (all of the foregoing the Contractor Property). To the extent the Work Product contains Contractor Property or requires the use of Contractor Property, Contractor grants to ICMA (including ICMA contractors and grantees) the irrevocable, perpetual, nonexclusive, worldwide, royalty-free, paid-up right and license for ICMA's business

purpose to use, execute, reproduce, display, perform, modify, and distribute copies of such Contractor Property, as reasonably required in conjunction with ICMA's business.

2.3 Third-Party Licenses. To the extent the Work Product contains third-party intellectual property, Contractor agrees to obtain on behalf of ICMA an irrevocable, perpetual, nonexclusive, worldwide right and, where possible, royalty-free license to use the third-party intellectual property. If Contractor is unable to obtain such a license, Contractor shall inform ICMA in writing.

2.4 Infringing Work Product. If the Work Product becomes, or in Contractor's reasonable opinion is likely to become, the subject of any claim or action, then Contractor shall either, at Contractor's election: (a) procure for ICMA the right to continue using the Work Product as contemplated hereunder; (b) modify, subject to ICMA's written consent, the Work Product to render same non-infringing (provided such modification does not adversely affect ICMA's use as determined by ICMA); or (c) subject to ICMA's written consent, replace same with equally suitable, functionally equivalent, compatible non-infringing Work Product. If none of the foregoing is commercially reasonable or acceptable to ICMA, ICMA shall have the right to terminate and Contractor shall be considered to have materially breached this Agreement. Upon such termination, and without waiver of any other rights and remedies available to ICMA, Contractor shall refund to ICMA all amounts paid by ICMA for any nonconforming Work Product.

### 3. PAYMENTS

3.1 Payment Terms. Subject to the payment schedule set forth in the Statement of Work, ICMA will make payments within thirty (30) days from the date on which ICMA receives a complete invoice. To be complete, invoices must be submitted by e-mail to TBD with a copy to [INSERT NAME and email], and must contain at least the following information:

- description of services;
- fees;
- expenses with receipts attached, if applicable; and
- any other information required by the Agreement.

Contractor's failure to remit a complete invoice will postpone the date for ICMA's payment accordingly. If ICMA disputes an invoice, ICMA will notify Contractor of the dispute within thirty (30) days of the date on which ICMA receives the invoice.

### 4. TERM AND TERMINATION

4.1 Term. These Terms and Conditions shall go into effect on [EFFECTIVE DATE] (Effective Date) and shall terminate on [TERMINATION DATE] (Termination Date).

4.2 Material Breach Termination. If either Party is in material breach of any of its obligations under either the Terms and Conditions or the Statement of Work, the other Party may give written notice of termination (First Notice), and, unless the breaching Party cures such

material breach within fifteen (15) days after its receipt of the First Notice, the notifying Party shall have the right to terminate the Agreement effective immediately upon delivery of written final notice of termination. Termination of the Terms and Conditions operates as a termination of the Agreement. Termination of the Agreement hereunder shall not relieve either Party of any obligations that had accrued through the effective date of the termination.

4.3 Non-Breach Termination. Either Party may at any time and without cause terminate this Agreement in full by giving thirty (30) days written notice of termination to the other Party.

4.4 Payment at Termination. Upon non-breach termination of the Agreement, ICMA shall pay Contractor for all Services rendered under the Statement of Work prior to the date of termination, and Contractor shall provide to ICMA any completed or in-progress Work Product. If Contractor terminates prior to the end of the terms of this agreement, Contractor shall cooperate with and shall pay ICMA for any reasonable costs of transitioning the Services to a new Contractor. ICMA shall use reasonable efforts to secure a new Contractor.

## 5. CONFIDENTIALITY

5.1 Confidential Information. The Parties acknowledge that it will be necessary for each of them to disclose or make available to each other both verbal information and materials in hard copy, digital or electronic form (collectively, the Confidential Information) that may be confidential or proprietary or may contain valuable trade secrets, and that such information may already have been disclosed prior to the Effective Date. All information which Contractor or its employees receives from ICMA in connection with the Services (for example, all information related to ICMA's finances, accounting, human resources, grantees, charitable projects, prospects and donors) shall be considered ICMA's Confidential Information. All information Contractor designates in writing as confidential shall be considered Contractor's Confidential Information. All Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon the written request of the disclosing Party.

5.2 Non-Disclosure. Each of the Parties agrees: (a) to use commercially reasonable efforts to protect the Confidential Information of the other Party from unauthorized use or disclosure and to use at least the same degree of care with regard thereto as it uses to protect its own Confidential Information of a like nature, including advising employees of the confidentiality obligations imposed on such employees by this section; (b) to use and reproduce the Confidential Information of the other Party only as permitted under this Agreement or as needed to perform its duties hereunder; and (c) not to disclose or otherwise permit access to the Confidential Information of the other Party to any third party, without the other Party's prior written consent.

5.3 Exceptions. Confidential Information does not include information that: (a) is already, or otherwise becomes, publicly known by third parties as a result of no act or omission of the receiving Party; (b) is lawfully received, after disclosure hereunder, from a third party having the right to disseminate the information without restriction in disclosure; or (c) can be

shown by the receiving Party to have been independently developed by such Party prior to the execution of this Agreement. Any Party asserting that information is not Confidential Information by virtue of any of (a) through (c) hereof shall have the burden of proof on such issue.

5.4 Injunctive Relief. The Parties agree that any breach by either Party or any of its officers, directors, or employees of any provisions of this Section may cause immediate and irreparable injury to the other Party and that, in the event of such breach, the injured Party will be entitled to seek injunctive relief as well as any and all other remedies available at law or in equity.

5.5 Judicial/Legal Request. If either Party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other Party (Legal Request), it shall provide prompt notice to the other of such receipt so that Party may seek to obtain a protective order requiring that the Confidential Information not be disclosed. If the other Party fails to obtain a protective order, or chooses not to pursue one, the Party receiving the Legal Request shall thereafter be entitled to comply with it to the extent permitted by law. The receiving Party shall nevertheless use reasonable efforts to minimize such disclosure.

## 6. WARRANTIES

### 6.1 Contractor Warranties.

(a) Contractor represents and warrants that: (i) the Services shall be performed and the Work Product produced in a professional manner consistent with reasonable commercial standards in its industry; (ii) its employees and subcontractors shall be experienced, properly trained or otherwise qualified and capable of performing the Services; and (iii) there is no outstanding contract, commitment or agreement to which Contractor is a Party, or legal impediment of any kind known to Contractor, which conflicts with this Agreement or might limit, restrict or impair the rights granted hereunder.

(b) Contractor represents and warrants that: (i) it has and will have all rights, titles, licenses, permissions and approvals necessary to perform its obligations under this Agreement; (ii) any intellectual property, in whole or in part, provided, created or used by it and/or its subcontractors, if any, under this Agreement, does not and will not infringe, violate or in any manner contravene or breach any patent, trademark, copyright, license or other property or proprietary right of any third party, or constitute the unauthorized use or misappropriation of a trade secret of any third party (collectively, Unauthorized Use); (iii) Contractor has received no claims or charges of Unauthorized Use; and (iv) Contractor has no reason to believe that its use under this Agreement of any such intellectual property, in whole or in part, will constitute an Unauthorized Use.

(c) Contractor represents and warrants that the Work Product will substantially conform to the functionality and/or other objective requirements, including acceptance criteria, provided by ICMA or described in the Statement of Work.

6.2 ICMA Warranties. ICMA represents and warrants that there is no outstanding contract, commitment or agreement to which ICMA is a party, or legal impediment of any kind known to ICMA, which conflicts with this Agreement or might limit, restrict or impair the rights granted hereunder.

## 7. INDEMNIFICATION

7.1 Contractor Indemnification. Contractor shall indemnify, defend and hold harmless ICMA and its officers, directors, employees, agents, affiliates and contractors from and against any and all claims, liabilities, damages, losses, expenses, demands, suits and judgments, including without limitation reasonable attorneys' fees and costs, arising from or relating to a) Contractor's performance of this Agreement; b) Contractor's breach of this Agreement; c) the intentional misconduct or negligent acts or omissions of Contractor, its employees, agents, contractors or consultants in connection with the performance of its obligations under this Agreement.

7.2 Misclassification Release and Indemnification. In the event that any federal, state or local government or administrative agency, or other regulatory entity, or any court determines that Contractor or any personnel of Contractor, or of a subcontractor thereof, acted as an employee of ICMA in performing Services, Contractor: (i) waives any and all claims that Contractor may have as a result of any such determination and acknowledges that Contractor agreed to render Services under this Agreement with the understanding that neither Contractor nor any employee of Contractor (nor any employee of any subcontractor of Contractor) has any right or entitlement to any benefit under any of ICMA's employee benefit plans or programs; and (ii) agrees to indemnify and hold ICMA harmless from all liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by ICMA as a result of, or related to, such a determination.

7.3 Claim Procedures. To receive the foregoing indemnities, the Party seeking indemnification must notify the other in writing as soon as reasonably practicable of a claim or suit and provide reasonable cooperation and full authority to defend or settle the claim or suit. The indemnifying Party shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing, provided however that any settlement of a claim other than one that contains a full release of all claims and liabilities of the indemnified Party requires the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

7.4 **LIMITATION OF LIABILITY: NOTWITHSTANDING ANY CONTRARY PROVISION HEREOF, UNLESS THE RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL ICMA'S LIABILITY IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAYABLE TO CONTRACTOR HEREUNDER.**

## 8. INSURANCE

8.1 Contractor is required to procure and maintain, at its sole expense, for itself and its employees, and shall require any subcontractors it may engage to maintain the following insurance coverages:

(a) General Liability Insurance covering bodily injury, property damage and contractual liability with limits of not less than \$1,000,000 per occurrence, \$2,000,000 products/completed aggregate, \$1,000,000 personal and advertising, \$2,000,000 aggregate. ICMA shall be added as an additional insured to Contractor's general liability insurance policy. Contractor's general liability insurance policy shall be primary and ICMA's insurance shall not contribute until Contractor's insurance is exhausted.

(b) Workers Compensation and Employers' Liability in accordance with the statutory requirements of the state or states in which Contractor is providing Services, and employer's liability insurance of not less than \$1,000,000 each accident for bodily injury by accident, and \$1,000,000 each employee and policy limit for bodily injury by disease.

(c) Commercial Auto/or Personal Liability Insurance with a \$1,000,000 combined single limit covering owned, hired, and non-owned autos. ICMA shall be added as an additional insured to Contractor's auto liability insurance policy. Contractor's auto liability insurance policy shall be primary and ICMA's insurance shall not contribute until Contractor's insurance is exhausted.

(d) Professional Liability Insurance with a minimum limit of \$1,000,000 each claim/aggregate.

8.2 Contractor and its general liability and workers' compensation insurance carriers shall waive subrogation rights against ICMA. Contractor will ensure that its insurance carrier will notify ICMA within thirty (30) days if any of Contractor's policies are canceled, not renewed, or materially altered. Contractor agrees to notify ICMA promptly in writing of any claim by a third party arising from the performance of the Agreement or any incident or event which may give rise to a claim arising from the performance of the Agreement. Certificates of insurance evidencing the required coverages must be submitted to ICMA before the work or services begin.

## 9. DISPUTES

9.1 Dispute Resolution. The Parties shall endeavor to settle all claims, controversies, or disputes arising out of or relating to this Agreement involving threatened, alleged, or actual breach of the Agreement, including without limitation, any claim, controversy, or dispute concerning any determination, negotiation, or agreement to be reached by the Parties under this Agreement (hereinafter, the "Dispute") by alternative dispute resolution under the then applicable current rules of the American Arbitration Association (hereinafter, "AAA") procedure in effect on the date of this Agreement. Unless otherwise agreed, the Parties will select one single arbitrator. The costs of the arbitration shall be shared equally between the parties, except that each party shall be responsible for its own attorneys' fees and costs in preparing and presenting its case. Any dispute which remains unresolved thirty (30) days after the appointment of an arbitrator shall be settled by binding arbitration by a sole



arbitrator in accordance with applicable AAA rules in effect on the date of this Agreement. The arbitration shall be governed by the Federal Arbitration Act, 9 U. S. C. Section 1-16 to the exclusion of state laws inconsistent therewith, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be in Washington, DC. The arbitrator is not empowered to award punitive damages or damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such punitive damages or excess damages.

9.2 Continue to Perform. The Parties will continue to perform under this Agreement during the Dispute Resolution Process.

## 10. GENERAL

10.1 Independent Contractors. Contractor is an independent contractor for ICMA, and no partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Neither Party shall have the power to obligate or bind the other Party. ICMA acknowledges that Contractor retains the right to control the details of the work. Contractor fully accepts the responsibility to determine how and by whom the work will be done and acknowledges that personnel supplied by Contractor shall work exclusively for Contractor and shall not, for any purpose, be considered employees or agents of ICMA. Contractor agrees that all such personnel shall be informed that they are employees or contractors solely of Contractor (or of a subcontractor if applicable) and not entitled to benefits (including, without limitation, fringe benefits such as medical or dental insurance, workers' compensation, disability income, social security taxes and benefits, federal unemployment compensation taxes, state unemployment insurance benefits and federal income tax withholding) normally provided to ICMA employees. Contractor assumes full responsibility for the acts of such personnel while performing services hereunder and shall be solely responsible for their supervision, direction and control. Contractor is responsible for providing the necessary office space, equipment, supplies and other facilities in connection with the performance of the work set forth in the Statement of Work. Nothing contained in this Agreement shall be construed to discourage or prohibit Contractor from providing services to or soliciting business from clients in addition to ICMA.

10.2 ICMA Policies. Contractor has received, read and understood ICMA's Travel policy and respect in the workplace policy, which are attached to the Agreement as Exhibit C, and Contractor agrees to comply with their terms.

10.3 No Use of ICMA Name for Marketing. Contractor agrees not to use the names, logos or any other marks owned by or associated with ICMA for marketing or advertising purposes, or on any form of public ICMA (including in Contractor's publicly distributed client lists, on Contractor's Web site or in any of Contractor's other promotional materials) without the prior written consent of ICMA in each instance.

10.4 Governing Law. The courts in the District of Columbia will have exclusive jurisdiction over any and all disputes arising out of, or in any way related to this Agreement, and

Contractor shall submit to the personal jurisdiction of those courts. The laws of the District of Columbia shall apply to any such disputes without regard to any conflict of law principles.

10.5 Amendment. Any changes made to this Agreement, including the Statement of Work, whether initiated by Contractor or ICMA, will be effective only if documented by both parties in writing.

10.6 Assignment. Notwithstanding any provision in this Agreement to the contrary, ICMA may assign all or any part of its right, title and interest in this Agreement, provided ICMA gives notice to Contractor of any such assignment. Contractor may not assign this Agreement, in whole or in part, without ICMA's prior written consent.

10.7 No Third-Party Benefit. The provisions of this Agreement are for the sole benefit of the Parties hereto. This Agreement confers no rights, benefits, or claims upon any person or entity not a Party hereto.

10.8 Complete Agreement. This Agreement is the Parties' final and binding expression of their agreement and the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the Parties, whether oral or written, relating to the subject matter of this Agreement.

10.9 Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.

10.10 Construction. For purposes of construction, to the extent any provision of the Statement of Work conflicts with these Terms and Conditions, the Terms and Conditions shall govern unless otherwise set forth in writing in the Statement of Work.

10.11 Construction in Favor of Joint Drafters. If an ambiguity or question of intent arises with respect to any provision of this Agreement, the Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.

10.12 Severability; No Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. The waiver by either Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

10.13 Force Majeure. Either Party shall be excused from performance and shall not be liable for any delay, in whole or in part, caused by the occurrence of any contingency beyond the reasonable control either of the excused Party or its subcontractors or suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of any government or any agency or subdivision

thereof affecting the terms hereof, accident, fire, explosion, flood, severe weather or other act of God, or shortage of labor or fuel or raw materials.

10.14 Contractor's Authority. Contractor represents and warrants that (a) it has the corporate, statutory or other power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the person who executes this Agreement on behalf of Contractor has the necessary authority to bind Contractor; and (c) neither the execution and delivery of this Agreement, nor the performance of its obligations hereunder, will constitute a violation of, a default under, or conflict with any term of any applicable governance documents such as a certificate of incorporation, bylaws or other agreements to which it is bound.

10.15 Notices. All legal notices, requests and other communications that a Party is required or elects to deliver (not including invoices as described in the "Payment Terms" Section), shall be in writing and shall be delivered personally, or by electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other Party at its address set forth below or to such other address as such Party may designate by notice given pursuant to this section:

If to ICMA: TBD

with a copy to: TBD

If to Contractor: [CONTRACTOR NAME]  
[CONTRACTOR STREET ADDRESS]  
[CONTRACTOR ICMA, STATE AND ZIP CODE]  
[CONTRACTOR PHONE]  
[CONTRACTOR E-MAIL]

10.16 Survival. The "Intellectual Property and Licenses Provided", "Confidentiality", "Indemnification", and "General" Sections shall survive any termination or expiration of this Agreement.

10.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. Faxed and PDF counterpart signatures are sufficient to make this Agreement effective.

10.18 Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws, regulations or rules.

10.19 Anti-Terrorism. By signing this Agreement, Contractor certifies that it does not and will not promote or engage in violence or terrorism. Further, Contractor agrees that it shall at all times comply with all relevant laws prohibiting transactions with individuals and organizations associated with terrorism, including, without limitation, Executive Order 13224

and the Patriot Act. Without limitation, Contractor agrees that prior to incurring and making any payment pursuant to this Agreement, it will ensure that the payee is not on the “Specially Designated Nationals” list maintained by the United States Department of the Treasury, or on a terrorist list maintained by the United Nations or the European Union.

**For: [CONTRACTOR]**

**For: ICMA**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**REQUIRED FORMS**