

REQUEST FOR PROPOSALS

Benton-Franklin Council of Governments

RFP NUMBER: #0804-2020

DESCRIPTION: BROWNFIELD GRANTS AND IMPLEMENTATION SERVICES

**DUE DATE: Tuesday, SEPTEMBER
1st, 2020 No later than
1:00 p.m.**

**Benton-Franklin Council of Governments
587 Stevens Dr.
Richland, WA 99352**

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1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The Benton-Franklin Council of Governments, (hereinafter “BFCG”) is initiating this Request for Proposals (RFP) to solicit Proposals from Firms interested in participating on a project to provide Grant and Implementation Services.

The intent of the RFP is to comply with City, State and Federal procurement requirements and with the Federal requirements specifically noted in 40 CFR 31.36 - Procurement.

BFCG is seeking qualified Firm(s) to assist with securing and the subsequent implementation of future Brownfields grants. We are seeking a qualified environmental consulting Firm to provide Federal and State environmental grant application assistance and grant compliance and implementation assistance to carry out environmental due diligence on specific sites, implementation processes could include assistance in professional planning, project management, environmental site assessment, and GIS site inventory and database creation, workforce training programs, revolving loan fund programs, public information and outreach support, and grant compliance and reporting.

The brownfield redevelopment needs and objectives of BFCG are expected to continue to grow for both public and private site infill redevelopments. As such, the federal and state grants and brownfield implementation will include activities associated with environmental planning, remediate assessments, brownfield revolving loans, workforce development, and site cleanup. The successful Firm will bring experience and insight to a partnership with BFCG to refine strategies and implement these grants while exploring other grants and Brownfields initiatives when funds become available.

MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington.

The Firm must have five (5) years of experience in securing and implementing environmental grants and services. Submitted Proposal content as identified in Section 4 “Proposal Contents” will be assessed to determine if minimum experience qualifications have been satisfied.

1.2 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding. **This project may be funded by local, state and federal tax and grant monies.** Firms shall take into consideration applicable federal requirements in making their Proposal and performing the work.

1.3 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about October 1, 2020 and to end on December 31, 2023.

Contract renewals or extensions shall be initiated at the discretion of BFCG and are subject to mutual agreement. The contract may be extended for one (1) additional two (2) year contract period with the total contract period not to exceed five (5) years.

1.4 DEFINITIONS

Definitions for the purposes of this RFP include:

BFCG – BFCG is the agency issuing this RFP. The Benton-Franklin Council of Governments is structured under state law as a regional planning commission (RCW 36.70.060), a council of governments (RCW 36.64.080), and a Regional Transportation Planning Organization (RTPO) (RCW 47.80.020).

The BFCG is also federally designated as the Metropolitan Planning Organization (MPO)/Transportation Management Area (TMA) for the Tri-City Metropolitan Area and the Economic Development District (EDD) for Benton and Franklin Counties.

Firm or Consultant – Individual or company whose Proposal has been accepted by BFCG and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Individual or Firm submitting a Proposal in order to attain a contract with BFCG.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet BFCG’s needs at a given price.

1.5 CONTRACTING WITH CURRENT OR FORMER BFCG EMPLOYEES

Specific restrictions apply to contracting with current or former BFCG officers and employees. Proposers submittal must identify relationships with current or former BFCG officers or employees.

2. SCOPE OF SERVICES

The successful Firm is expected to perform many tasks under the direction of BFCG including, but not limited to, the following:

- A. Prepare one or more Federal and/or State grant application(s), the grant requests could vary from \$100,000 to \$1,000,000/each in funding to conduct environmental planning, site remediation planning, set up a brownfield revolving loan fund program, conduct environmental site assessments, create programs for brownfield workforce development, and site remediation/cleanup.
- B. If a Firm’s grant assistance mentioned above results in a grant award to BFCG that Firm will assist BFCG in defining the project scope and in the development BFCG’s cooperative agreement with the funding agency as well as implementing the grant award. Successful grant awards will require scope and contract amendments between the Firm and BFCG.
- C. Key Tasks that may include, but also may not be limited to:
 - Provide coordination with BFCG in preparing grant application(s).
 - Compile any associated demographic data to bolster the grant application(s) eligibility.
 - Assist BFCG with solicitation of letters of support from the State, Benton County, Franklin County, Washington Department of Ecology and other local stakeholders.

- Review existing plans as they relate to redevelopment within BFCG, and specific site re-use.
- Facilitate community outreach activities as needed to enhance the grant application.
- Conduct and oversee site assessment studies.
- Prepare appropriate technical reports required.
- Conduct field investigations including sample collection and lab analysis.
- Evaluate cleanup options; complete associated risk assessment analysis and cost estimates.
- Assist City in establishing programs associated with a revolving loan fund or workforce development grant award.
- Prepare a written Quality Assurance Project Plan (QAPP) in compliance with federal and state requirements.
- Delivery to BFCG any completed Phase I and Phase II Environmental Site Assessment (ESA) reports, site investigation reports, remedial action options reports, remedial action plans and other environmental reports or plans.
- Complete (ALL) federal and state grant compliance reports and forms in coordination with BFCG for BFCG's submittal to the granting agency.
- Project management, implementation, and/or technical oversight.
- Provide professional advice regarding environmental issues associated with land reuse/redevelopment.
- Provide regulatory and financial information as needed.
- Attend meetings as requested.
- Develop preliminary budget, financing options and implementation plan for assessments and cleanup/re-use.
- Complete containment characterization and risk assessments as determined necessary following Phase II activities (as funds allow).
- Develop public and private opportunities for citizen participation throughout all phases of projects and where applicable, implement outreach/citizen participation efforts, in consultation with BFCG.
- Conduct and oversee all remediation and cleanup activities.

3. GENERAL INFORMATION

3.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in BFCG for this procurement. All communication between the Proposer and BFCG upon receipt of this RFP shall be with the RFP Coordinator and submitted through email: jjacobs@ci.richland.wa.us.

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|------------------------|--|
| RFP Coordinator | Joe Jacobs, City of Richland Economic Development Division |
|------------------------|--|

Any other communication will be considered unofficial and non-binding on BFCG. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFP Coordinator through email may result in disqualification of the Firm.

3.2 SUBMISSION OF PROPOSALS

SUBMITTAL INFORMATION

Proposals shall be submitted electronically to the RFP Coordinator on or before the due date and time. Hard paper or faxed copies will not be accepted.

Late Proposals will not be accepted. BFCG is not responsible for Proposals electronically submitted late. It is the responsibility of the Proposer to be sure the Proposals are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. on the Proposal due date.

Sealed electronic Proposals will be acknowledged at 1:15 p.m. on the due date.

3.3 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of BFCG.

All received Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

BFCG will consider a Proposer's request for exemption from disclosure; however, BFCG will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to the RFP Coordinator.

3.4 OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to BFCG under this Agreement shall be the sole and absolute property of BFCG. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in BFCG at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by BFCG is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

3.5 REVISIONS TO THE RFP

BFCG also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

3.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

BFCG encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

3.7 ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by BFCG from the due date for receipt of Proposals.

3.8 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of its Proposal as non-responsive.

BFCG also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.9 MOST FAVORABLE TERMS

BFCG reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. BFCG reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

3.10 COSTS TO PROPOSE

BFCG will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

3.11 NO OBLIGATION TO CONTRACT

This RFP does not obligate BFCG to contract for services specified herein.

3.12 REJECTION OF PROPOSALS

BFCG reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFP.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

The major sections of the Proposal are to be submitted in the order noted below:

- A. Letter of Submittal.
- B. Technical Proposal.
- C. Management Proposal.
- D. Cost Proposal.

Proposals shall provide information in the same order as presented in this document with the same headings to facilitate evaluation and assist the Proposer in providing a thorough response. Section 2 “Scope of Services” should be carefully considered in developing Proposal response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

- A. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
- C. Location of the facility from which the Firm would operate;
- D. Identify any current or former City employees employed by or on the Firm’s governing board as of the date of the Proposal or during the previous twelve (12) months; and
- E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by BFCG.
- F. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principals outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

4.3 TECHNICAL PROPOSAL

The successful Firm will describe the value add in contracting with them in experience, successful grant pursuits, as well as on time and on budget experience as well as innovations in grant project implementation of projects as mentioned in Section 2 of this request.

The Technical Proposal shall contain a comprehensive description of services with specific attention to Section 2 “SCOPE OF SERVICES” and including the following elements:

- A. PROJECT APPROACH / METHODOLOGY – Include a complete description of the Firm’s proposed approach and methodology for the project. This section should convey Firm’s understanding of the proposed project.
- B. WORK PLAN – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the grant writing scope portion of the project defined in this RFP. Grant implementation will require grant specific work plans. Therefore, the implementation work plan of grants awarded is not requested, rather experience should be addressed under Section 4.4 A and B. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firm’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
- C. PROJECT SCHEDULE – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- D. DELIVERABLES – Fully describe deliverables to be submitted under the proposed project.

4.4 MANAGEMENT PROPOSAL

A. PROJECT MANAGEMENT

- 1. PROJECT TEAM STRUCTURE/INTERNAL CONTROLS - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the proposed work.
- 2. STAFF QUALIFICATIONS/EXPERIENCE – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual’s particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of BFCG.

B. EXPERIENCE OF THE FIRM

1. Indicate the experience the Firm and any subcontractors have in the areas identified in Scope of Services Section 2 of this RFP.
2. Please indicate in detail the Firm(s) experience in assisting municipalities or similar agencies in meeting grant compliance, reporting, and with agency notification requirements. Include details on any adverse audits findings of the municipalities with grants the Firm assisted in securing and implementing. Detail the experience of the Firm(s) in implementing tasks outlined in Section 2 (Scope of Services) of this RFP.
3. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.
4. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to BFCG to contact the list provided.

C. REFERENCES

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) municipal references for whom work in similar size and scope has been accomplished and briefly describe the type of service provided. If no municipal references are available, provide three (3) references for whom work similar in size and scope has been accomplished. The Firm grants permission to BFCG to contact the references provided. Do not include current City staff as references. BFCG may evaluate references at BFCG's discretion.

D. RELATED INFORMATION

1. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
2. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. BFCG will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

4.5 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Firm that proposes the least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP.

A. IDENTIFICATION OF COSTS

Identify all costs including expenses to be charged for performing the grant pursuit services necessary to accomplish the objectives of the contract and include total amount. Grants awarded will require specific work plans and implementation scopes and fees will be set at that time. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by BFCG, which will determine the ranking of the Proposals.

BFCG, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation.

The RFP Coordinator may contact the Firm for clarification of any portion of the Firm’s Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes:

| | | |
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| Technical Proposal – 35% Project Approach/Methodology | 15 Points (Maximum) | 70 points |
| Quality of Work Plan | 35 Points (Maximum) | |
| Project Schedule | 10 Points (Maximum) | |
| Project Deliverables | 10 Points (Maximum) | |
| Management Proposal - 30% | | |
| Project Team Structure/Internal Controls | 15 Points (Maximum) | 60 points |
| Staff Qualifications/Experience | 15 Points (Maximum) | |
| Experience of the Firm | 30 Points (Maximum) | |
| Cost Proposal – 35% | 70 Points (Maximum) | 70 points |
| GRAND TOTAL FOR WRITTEN PROPOSAL | | 200 POINTS |

5.3 ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning Proposal. BFCG, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should BFCG elect to hold oral presentations, it will contact the top-scoring Firm(s) to schedule a date, time and location. Commitments made by the Firm at the oral interview, if any, will be considered binding.

5.4 AWARD OF CONTRACT

This RFP does not obligate BFCG to award a contract.

BFCG reserves the option of awarding this contract in any manner most advantageous for BFCG. More than one contract may be awarded.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to BFCG, taking into consideration the evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A PROPOSAL. BFCG Council shall make the award of contract or purchase.

5.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 ANTI-KICKBACK

No officer or employee of BFCG of Richland, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

6.2 DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Benton County, Washington.

6.3 TERMINATION

- A. For Cause: BFCG or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all sub consultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide BFCG with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. BFCG shall have the same rights to use these materials as if termination had not occurred; provided however, that BFCG shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by BFCG to the Consultant's work product.

6.4 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

6.5 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before payment will be issued. If BFCG objects to all or any portion of the invoice, it shall notify the Firm and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6.6 LIABILITY

The Firm shall indemnify, defend and hold harmless BFCG, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of BFCG, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of BFCG, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to BFCG only, its immunity under RCW Title 51, Industrial Insurance.

6.7 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that BFCG, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to BFCG.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to BFCG at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

6.8 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- D. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

6.9 CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A “Certification Regarding Lobbying”. The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6.10 CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFP may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. BFCG stipulates that Federal funds may be involved.

6.11 MAINTENANCE OF RECORDS

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to BFCG, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which BFCG may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

6.12 CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended)

6.13 AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

BFCG in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

6.14 TITLE VI STATEMENT

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

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6.15 CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6.16 NATIONAL ENVIRONMENTAL POLICY ACT

The Applicant shall comply with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58). The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the Applicant must also submit environmental certifications to the Department when requesting that funds be released for the project. The Applicant must certify that the proposed project will not significantly impact the environment and that the Applicant has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

6.17 RESOURCE CONSERVATION AND RECOVERY ACT

Agencies shall implement the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. 6962). Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with Section 6002 of RCRA. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA). Current guidelines are contained in 40 CFR Parts 247-253. State and local recipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

6.18 USE OF RECYCLED PAPER

All reports prepared by the Firm for delivery to BFCG or other government agencies will be prepared on recycled paper in accordance with EPA Order 1000.25 and Executive Order 13101.

6.19 WORKPLACE LISTING

The Firm will provide a list of all workplaces under this contract. The Firm will make a good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230.

6.20 SALARY RATE

Salary rate (excluding overhead) paid to individual consultants retained by BFCG or by the Firm's subcontractors shall be limited to the maximum daily rate for a GS-18 as outlined in Title 40 CFR 31.36 (j). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; BFCG will pay these in accordance with their normal travel reimbursement practices.

7. RFP ATTACHMENTS

Attached to this RFP and incorporated herein by reference are the following background documents: