



REQUEST FOR PROPOSALS

Benton-Franklin Council of Governments

Description: Brownfields Assessment Coalition Grant and Implementation Services

Due Date: November 12, 2025
No later than 3:00 p.m. (PST)

Version 2, Amended October 15, 2025

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



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ADDENDUM NO. 1

RFP Title: Request for Proposals Brownfields Assessment Coalition Grant and Implementation Services

Completed By: Elizabeth Garcia, RFP Coordinator

Date: October 15, 2025

This Addendum serves to amend the Request for Proposals (RFP) issued on October 13, 2025.

Amendment to Section 3 - Scope of Services, Section B: Other Oversight

“Conduct and oversee remediation and cleanup activities where determined necessary and feasible under the cooperative agreement.”

Upon review, certain activities listed under Section B are not eligible under an EPA Brownfields Assessment Grant. The section is hereby revised and no longer included in Section 3, “Scope of Services.”

All other terms, conditions, and requirements of the RFP remain unchanged.



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1. Executive Summary

The Benton-Franklin Council of Governments (BFCOG) is inviting proposals from qualified consulting firms with expertise in brownfields assessment, planning, and grant implementation. The selected firm will support a range of services associated with the FY2025 EPA Brownfields Assessment Coalition Grant, including Phase I and II Environmental Site Assessments (ESAs), reuse and cleanup planning, regulatory reporting, and public engagement. Additional tasks may include site inventory support, Quality Assurance Project Plans (QAPPs), and other EPA grant-related technical assistance. Selection will be based on qualifications, experience, project approach, and cost proposal, in accordance with federal procurement standards. **All proposals must be submitted electronically in PDF format via email to the RFP Coordinator no later than 3:00 pm (PST) on November 12, 2025.**



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2. Introduction

2.1 Background and Purpose

The Benton-Franklin Council of Governments (hereinafter referred to as "BFCOG") is initiating this Request for Proposals (RFP) to solicit proposals from qualified consulting Firms interested in providing Grant Implementation Services in support of BFCOG's Brownfields Program, and specifically for FY2025 Brownfields Coalition Assessment Grant activities.

The intent of the RFP is to comply with City, State, and Federal procurement requirements and with Federal requirements specifically noted in 2 CFR Part 200 and 40 CFR 31.36 – Procurement.

IBFCOG is the lead agency with coalition partners from the Cities of Richland, Connell, and Prosser, along with Tri-Cities Habitat for Humanity. The coalition has requested EPA funding to carry out a wide range of brownfields-related activities across Benton and Franklin Counties. Coalition goals include conducting Phase I and Phase II Environmental Site Assessments (ESAs), regulated building material surveys, cleanup and reuse planning, and public engagement. Target areas identified in the grant application include sites in North Richland (Horn Rapids), Downtown Connell, Downtown Prosser, and Central Pasco, with a focus on redevelopment readiness and community benefit.

BFCOG is seeking qualified consulting Firm(s) (hereinafter referred to as "FIRM") to provide technical assistance and support across the full lifecycle of grant implementation activities and environmental assessment. The services the Firm will perform include grant compliance and implementation assistance to carry out environmental due diligence on specific sites, project management and planning, Phase 1/11 environmental site assessments (ESAs), site inventory and database creation, workforce training programs, public information and outreach support, and grant compliance and reporting.

The region's brownfield redevelopment needs and objectives of BFCOG are expected to continue to grow for both public and private site infill redevelopments. The successful Firm will partner with BFCOG to implement the



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FY2025 grant, while also helping to position the agency for future brownfield funding, including workforce development initiatives and site cleanup opportunities. In addition, the successful Firm will bring experience and proactive insight into a partnership with BFCOG to refine strategies and implement the grants.

MINIMUM QUALIFICATIONS

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

The Firm should demonstrate relevant experience implementing environmental grants and services. The submitted Proposal Content as identified in Section 5, "Proposal Contents," will be assessed to determine if the minimum experience qualifications have been satisfied.

2.2 Funding

This Request for Proposals (RFP) is issued by the Benton-Franklin Council of Governments (BFCOG) in receiving an FY2025 Brownfields Assessment Coalition Grant from the U.S. Environmental Protection Agency (EPA). The requested funding will be used to conduct environmental site assessments, reuse and cleanup planning, and community engagement activities in Benton and Franklin Counties.

Any contract awarded as a result of this procurement is contingent upon funding availability. This project will be funded by the U.S. Environmental Protection Agency (EPA) through the FY2025 Brownfields Assessment Coalition Grant. BFCOG assumes no financial liability for services rendered prior to contract execution. Firms shall take into consideration all applicable federal requirements in preparing their Proposal and performing the work.

2.3 Period of Performance

The performance period for any contract resulting from this RFP is tentatively scheduled to begin on or about December 1, 2025, and end on September 30, 2029, in alignment with the four-year EPA Brownfields Assessment Cooperative Agreement. BFCOG may amend or extend this contract beyond the initial four years to accommodate the terms and conditions of the FY2025 Brownfields Assessment Grant, provided a market survey conducted by



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BFCOG indicates that the contractor's proposed prices remain reasonable as required by 2 CFR 200.324(a). Contract renewals or extensions shall be initiated at the discretion of BFCOG and are subject to mutual agreement.

2.4 Definitions

Definitions for the purpose of the RFP include:

BFCOG – BFCOG is the agency issuing this RFP. The Benton-Franklin Council of Governments (BFCOG) is structured under the 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 BFCOG 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 – An Individual or company whose Proposal has been accepted by BFCOG 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 BFCOG.

Request for Proposal (RFP) – A 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 BFCOG's needs at a given price.

2.5 Contracting with Current or Former BFCOG Employees

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



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3.Scope of Services

The successful Firm will provide a comprehensive range of environmental, technical, planning, and community engagement services consistent with federal and state regulations for the life of the cooperative agreement. It is expected that the Firm will perform many tasks under the direction of BFCOG, which may be adjusted to align with the final work plan approved by the EPA. These tasks include, but are not limited to, the following:

A. Key Tasks that may include, but also may not be limited to:

- Task 1: Project Management & Regulatory Compliance
 - i. Manage project implementation and timelines in coordination with BFCOG staff and coalition partners.
 - ii. Prepare and submit quarterly reports, and ACRES database entries.
 - iii. Complete all federal and state grant compliance documentation in coordination with BFCOG.
 - iv. Attend meetings, project check-ins, and community events as requested.
- Task 2: Community Engagement & Site Selection
 - i. Support BFCOG in multilingual public engagement efforts, including fact sheets, surveys, and outreach events.
 - ii. Develop and implement community outreach strategies in consultation with BFCOG and its coalition members, focusing on inclusive participation and environmental justice.
 - iii. Facilitate citizen participation opportunities throughout all phases of assessment, cleanup, and reuse planning.
 - iv. Participate in and support the Brownfields Advisory Committee (BAC) work.
 - v. Maintain and enhance the brownfields inventory for target areas within Benton and Franklin Counties.
- Task 3: Environmental Assessments & Technical Services
 - i. Conduct and oversee Phase I and Phase II Environmental Site Assessments (ESAs) in accordance with ASTM E1527-21 and EPA's All Appropriate Inquiries (AAI) rule (40 CFR Part 312).



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- ii. Prepare and deliver technical reports including Phase I and II ESA reports, site investigation reports, risk assessments, contamination characterizations, remedial options and action plans, and cleanup cost estimates.
 - iii. Conduct field investigations, including sampling and laboratory analysis.
 - iv. Prepare a written Quality Assurance Project Plan (QAPPs) and associated Sampling and Analysis Plan (SAPs) and Health and Safety Plan (HASPs) in compliance with EPA and Washington State Department of Ecology requirements.
 - v. Evaluate cleanup alternatives and provide professional advice regarding remedial options and environmental risks.
- Task 4: Planning and Reuse Strategy
 - i. Review existing BFCOG, jurisdictional, and regional plans relevant to land reuse and site redevelopment.
 - ii. Prepare site-specific Analysis of Brownfield Cleanup Alternatives (ABCAs) and Corrective Action Plans (CAPs) in accordance with EPA guidance and community input.
 - iii. Develop reuse feasibility studies, area-wide plans, and implementation strategies for priority brownfield sites.
 - iv. Prepare preliminary budgets, financing strategies, and grant leverage options.
 - v. Assist in workforce development planning if future funding is awarded.

BFCOG reserves the right to expand or modify the scope of work in consultation with the selected Firm, based on EPA guidance and other adjacent funding entities, community needs, and funding availability.

4. General Information

4.1 RFP Coordinator

The RFP Coordinator is the sole point of contact for this procurement in BFCOG. All communication between the Proposer and BFCOG upon receipt of this RFP shall be with the RFP Coordinator and submitted through email:



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RFP Coordinator Name	RFP Coordinator Contact Information
Elizabeth Garcia	egarcia@bfcog.us

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

4.2 Submissions of Proposals

SUBMITTAL INFORMATION

Proposals shall be submitted electronically to the RFP Coordinator before 3:00 p.m. (PST) on November 12, 2025. Late submissions will not be accepted. BFCOG is not responsible for delayed or misdirected email transmissions. It is the Proposer's responsibility to ensure timely delivery. **Hard paper or faxed copies will not be accepted.**

Electronic proposals received will be acknowledged at 1:00 pm (PST) on the due date. Any questions regarding this RFP must be submitted by email to the RFP Coordinator by October 28, 2025. Responses to questions submitted will be provided on the BFCOG website by November 2, 2025. For the Request for Proposals (RFP) package and instructions for the proposer, please go to <https://www.bfcog.us/225/RFPREFQ>.

4.3 Proprietary Information/Public Disclosure

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

All received Proposals shall be deemed public records as defined by 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.



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BFCOG will consider a Proposer's request for exemption from disclosure; however, BFCOG 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.

4.4 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 BFCOG under this Agreement shall be the sole and absolute property of BFCOG. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. Section 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in BFCOG at the time of its creation. Intellectual property ownership includes the right to copyright, patent, and register, as well as 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 BFCOG is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4.5 Revisions of the RFP

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

4.6 Minority & Women-Owned Business Participation

BFCOG encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). While federal DBE reporting is currently suspended, the use of small, minority, women-owned, and disadvantaged-owned businesses is still strongly encouraged as part of fair and equitable procurement practices. OMWBE-



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certified firms are invited to respond to this RFP or participate as subcontractors.

4.7 Acceptance Period

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

4.8 Responsiveness

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

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

4.9 Most Favorable Terms

BFCOG reserves the right to award without further discussion of the submitted Proposal. 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. BFCOG reserves the right to contact a Proposer for clarification of its Proposal.

4.10 Costs to Propose

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

4.11 No Obligation to Contact

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

4.12 Rejection of Proposals

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



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5. Proposal Contents

5.1 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 and assist the Proposer in providing a thorough response. Section 3, "Scope of Services," should be carefully considered when developing the Proposal response.

5.2 Letter of Submittal

The Letter of Submittal shall be signed and dated by a person authorized to bind the Firm to a contractual relationship legally, e.g. the president or executive director, 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/email address of legal entity or individual with whom the contract should 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 BFCOG employees employed by or on the Firm's governing board or participating Coalition cities (Connell, Prosser, Richland) as of the date of the Proposal or during the previous twelve (12) months; and



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- E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals unless otherwise agreed by BFCOG.
- 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 US Code 6101 Note, Executive Order 12549, Executive Order 12689. Title 48 Code of Federal Regulations 9.404, "Debarment and Suspension." Further Acknowledge that Firm will not contract with a subcontractor that is likewise barred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and in the Firm agrees to comply with City requirements to follow cost principles 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."

5.3 Technical Proposal

The Technical Proposal shall provide a comprehensive description of services with specific attention to Section 3, "Scope of Services," and should clearly articulate the Firm's value in terms of experience, on-time and on-budget performance, and innovation in grant project implementation.

The successful Firm will demonstrate an understanding of the Scope of Services and provide a clear and concise response addressing each of the following elements:

- A. Project Approach and Methodology – Include a complete description of the Firm's proposed approach and methodology for completing the project and the Scope of Services outlined in this RFP. This section clearly conveys the Firm's understanding of the goals, objectives, and challenges associated with brownfields assessment, reuse planning, environmental justice integration, public engagement, and grant compliance activities.
- B. Work Plan – Include a detailed outline of project requirements, proposed tasks, services, and activities necessary to accomplish the Scope of



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Services described in Section 3 of the RFP. Grant implementation will require grant-specific work plans. Therefore, the implementation work plan for the grants awarded is not requested; rather, experience should be addressed under Section 5.4. The Work Plan should demonstrate the Firm's experience and capabilities related to grant administration and regulatory compliance. 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 complete the project. The Firm may also present any creative or innovative approaches or best practices they have utilized in past brownfields projects and include any supporting documentation demonstrating the Firm's technical knowledge, approach to project management, or ability to address unforeseen challenges.

- C. Project Schedule – Include a proposed project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided. The schedule should demonstrate the Firm's ability to initiate work promptly upon contract execution and manage deliverables throughout the performance period (October 1, 2025, to September 30, 2029).
- D. Deliverables – Fully describe deliverables to be submitted under the proposed project.

5.4 Management Proposal

The Management Proposal shall demonstrate the Firm's ability to effectively organize, administer, staff, and manage all aspects of the contract in an efficient, compliant, and professional manner.

The successful Firm will show clear and effective strategies for staffing, contract oversight, federal grant compliance, project quality control, and risk management. The Firm must provide detailed responses addressing each of the following elements:

- A. Project Management
 - 1. Project Team Structure and 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



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subcontractors. Include an organizational chart of the Firm that clearly illustrates the lines of authority for personnel assigned to this project and the reporting relationships to senior Firm management. This chart must indicate who within the Firm will have prime responsibility and final authority for the work performed under this contract. Describe the Firm's internal controls and project management strategies that will ensure successful performance, adherence to schedules, quality assurance, and compliance with EPA Cooperative Agreement terms.

2. Staff Qualifications and Experience – Identify all key staff, including subcontractors (if applicable), who will be assigned to the potential contract and indicate their responsibilities, roles, qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes (maximum two (2) pages per individual) for all named staff, including information on the individual's relevant skills, education, certifications, professional experience, significant accomplishments, and any relevant experience in environmental site assessments, brownfields redevelopment, community engagement, and grant compliance. The Firm shall commit that the staff identified in its Proposal will perform the assigned work. Any personnel substitutions must have prior written approval from BFCOG.

B. Experience of the Firm

1. Experience in Scope of Services – Provide a detailed description of the Firm's and any subcontractors' experience in performing work similar to the Scope of Services outlined in Section 3 of this RFP.
2. Grant Compliance and Reporting Experience – Indicate in detail the Firm(s) experience in assisting municipalities or similar agencies in achieving compliance with federal grant requirements, reporting, and programmatic condition adherence. Include any history of adverse audit findings related to grants the Firm has supported in securing or implementing.



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3. Relevant Additional Experience – Highlight any other related expertise that demonstrates the Firm's, and any subcontractors, qualifications for completing the work.
4. Contract History – Include a list of relevant contracts the Firm has been awarded during the last five (5) years. For each contract the Firm has had during the last five (5) years, please list contract reference numbers, contract period of performance, client name, and client contact person (name, title, phone number, and email address). The Firm grants BFCOG permission to contact listed clients for performance evaluations.

C. References

1. Provide three (3) references from municipalities or similar agencies for which work of similar size and scope was performed. Each reference is to include the organization name, address, and the contact person's name, title, telephone number, and email address. Briefly describe the type of services provided to each reference. If municipal references are not available, three (3) references from other public-sector or relevant private-sector projects will be accepted. Do not include BFCOG staff or current coalition partners as references. BFCOG reserves the right to verify references and evaluate a Firm's past performance independently.

D. Related Information

1. Termination for Default – If the Firm has experienced a contract termination for default within the past five (5) years, provide a full description of the circumstances, including the name of the contracting party, contact information, and a detailed explanation of the Firm's position regarding the termination. If no such termination for default has occurred, explicitly state so. BFCOG may evaluate the Firm's past contract history and reserves the right to disqualify any Proposer based on past performance or default history, at its sole discretion.



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5.5 Cost Proposal

The Cost Proposal must fully and transparently describe all costs associated with the proposed services. This procurement is not necessarily awarded to the Firm that proposes the lowest price, but to the Firm whose proposal offers the best overall value and alignment with the objectives of this RFP and EPA Cooperative Agreement. Under 2 CFR 200.324(a), BFCOG must perform a cost or price analysis with every Proposal received under this RFP. Proposers should develop their budgets with consideration for federal grant compliance.

- A. Identification of Costs – Identify all anticipated costs and expenses required to perform the proposed services described in Section 3, “Scope of Services.” Must also provide a fully itemized cost estimate including staff classifications and hourly billing rates, estimated hours for each task, subcontractor costs (if applicable), direct expenses or reimbursements (e.g., travel, lab fees, printing), and overhead, administrative, or indirect charges (if applicable). Firms must present a total estimated cost for completion of the work, exclusive of Washington State sales tax. In addition, the Firm must include a clear statement that the Firm will collect and pay Washington State sales tax, if applicable, but does not include sales tax in the proposal pricing. Fees that are associated with future task orders (e.g., implementation of awarded grants) will be negotiated following grant award and development of an EPA-approved work plan.

6. Evaluation

6.1 Evaluation Procedure

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 internal evaluation team, designated by BFCOG, using a weighted scoring system that will determine the ranking of the proposals. The highest-scoring Firms may be invited to participate in an interview or virtual presentation prior to final selection. The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.



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6.2 Evaluation Weighting and Scoring

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

Criteria	Description	Points
Technical Proposal	Approach/Methodology - Soundness, clarity, and relevance of the Firm's methodology and overall understanding and approach to the scope of work. Work Plan - Organization, detail, and feasibility of proposed tasks and activities. Demonstrated experience and capabilities in grant administration and compliance. Project Schedule - Clarity, feasibility, and organization of the proposed schedule. Demonstrated ability to work promptly and manage deliverables. Project Deliverables - Understanding of the key outputs, reporting, and planning deliverables.	30 Points (max)
Management Proposal	Project Team Structure/Internal Controls - Clarity of team roles and organization, and strength of internal controls, communication, oversight, and strategies. Demonstrated accountability and quality assurance. Staff Qualifications/Experience - Relevance and strength of proposed personnel and key roles. Experience of the Firm - Demonstrated experience delivering similar services under EPA or public contracts.	30 Points (max)
Cost Proposal	Reasonableness and transparency of the proposed cost estimate in relation to scope, effort, and deliverables.	30 Points (max)



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References & Past Performance	Demonstrated success, completeness, and relevance on comparable contracts and project outcomes.	5 Points (max)
Overall Proposal Quality	Completeness, clarity, professionalism, and responsiveness to the RFP instructions.	5 Points (max)
Grand Total		100 Points

6.3 Optional Oral Presentations

Written submittals and oral presentations may be utilized to select the winning proposal if necessary. BFCOG, at its sole discretion, may invite the top-scoring Firm to an interview or oral presentation before making a final selection. Should BFCOG elect to hold oral presentations, it will contact the top-scoring Firm to schedule a date, time, and location. Participation in the interview phase does not guarantee contract award.

6.4 Award of Contract

BFCOG reserves the right to request clarification or additional information from any Proposer, reject any or all Proposals, waive minor irregularities or informalities in the Proposal process, negotiate contract terms, scope, and cost with the highest-ranked Proposer(s). The issuance of this RFP and the receipt of Proposals do not commit BFCOG to enter into any contract or pay any costs incurred in preparing a response.

The contract will be awarded based on a competitive review of all responsive proposals against the evaluation criteria set forth in this RFP. BFCOG reserves the right to award this contract in any manner most advantageous to BFCOG.

6.5 Debriefing of Unsuccessful Proposers

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to the critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other



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Proposals will not be allowed. Debriefing conferences may be conducted in person or by telephone.

7.Contract Terms

7.1 Anti-Kickback

BFCOG Conflict of Interest Policy: No officer, employee, or agent of BFCOG, having the authority to perform or participate in any official act related to this contract, shall have or acquire any interest in the contract. Such individuals shall not solicit, accept, or receive (directly or indirectly) any gift, favor, service, or other thing of value from any individual or organization involved in this contract, either during the term of the contract or in anticipation of a future agreement.

The Firm shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145), which prohibits any form of kickback in federally funded projects.

7.2 Disputes

This contract shall be governed by and construed in accordance with the laws of the State of Washington. Disputes arising under this contract shall be resolved, whenever possible, through good faith negotiation between the parties. If such negotiations do not resolve the matter, the parties may agree to submit the dispute to mediation prior to pursuing legal remedies.

Any litigation to enforce the provisions of this contract, or to seek a remedy for its breach, shall be initiated and conducted in the Superior Court of Benton County, Washington, and shall be governed exclusively by the laws of the State of Washington.

7.3 Termination for Convenience, Majeure, or Cause

BFCOG reserves the right to terminate the contract, in whole or in part, at any time by providing written notice to the Firm. Termination may occur under the following circumstances:



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- A. For Cause: BFCOG or Consultant may terminate the Agreement if the other party is in 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 when performance is rendered impossible or impracticable due to causes beyond such party's reasonable control. Such causes may include, but are not limited to: acts of nature, war or warlike operations, civil unrest, riots, labor disputes (excluding those involving the Consultant's own workforce), sabotage, or governmental regulations beyond the control of the parties. Termination under this section shall also require not fewer than thirty (30) business days' written notice to the other party.
- C. For Convenience: Either party may terminate this agreement without cause, upon thirty (30) business days' written notice to the other party.

In the event of termination, BFCOG shall be responsible only for payment for authorized, properly performed services up to the date of termination. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants 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.

Upon termination, the Consultant shall deliver to BFCOG all current design documents, contract documents, correspondence, deliverables, and other work products developed or acquired in connection with the project. BFCOG shall retain the same rights to these materials as if termination had not occurred, provided that BFCOG agrees to indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by BFCOG to the Consultant's original work product.

7.4 Nondiscrimination

The Firm shall comply with all applicable federal, state, and local nondiscrimination laws, regulations, and executive orders, including but not



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limited to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Washington State Law Against Discrimination (RCW 49.60). No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration or in connection with this Contract because of age, sex, color, race, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identify, 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. The Firm agrees to take affirmative steps to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination with respect to any of the above characteristics.

7.5 Payment

- A. Authorized Compensation: BFCOG shall pay the Firm in accordance with the rates and terms specified in the executed agreement and only for authorized work performed and deliverables accepted. BFCOG shall not be liable for any unauthorized services performed prior to the effective date of the contract or beyond the scope of approved task orders.
- B. Invoicing Requirements: The Firm shall submit itemized invoices that clearly identify the period of performance, services performed, personnel names and titles, hours worked and hourly rates, reimbursable expenses (if applicable), and tasks or deliverables referenced.
- C. Payment and Disputes: Payment will be made via Automated Clearing House (ACH) direct deposit, except as otherwise required by state law. A completed ACH application form must be submitted to BFCOG before the first payment is issued. If BFCOG objects to any portion of an invoice, it shall promptly notify the Firm of the disputed amount. BFCOG reserves the right to withhold payment only for the disputed portion while continuing to process payment for all undisputed items. The parties shall make every reasonable effort to resolve any billing dispute in good faith and as quickly as possible.



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7.6 Liability

The Firm shall indemnify, defend, and hold harmless BFCOG, its officers, agents, and employees from and against any and all claims, demands, suits, losses, liabilities, damages, and expenses (including attorney fees) arising out of or resulting from the Firm's negligent acts, errors, omissions, or breach of its obligations under this contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of BFCOG, its officers, or employees. In cases of concurrent negligence, the Firm's duty to indemnify shall apply only to the extent of the negligence attributable to the Firm, its officers, agents, or employees. This indemnity obligation shall survive the termination or expiration of the contract. The Firm's duty to indemnify shall survive termination or expiration of the contract. For purposes of this contract only, the Firm waives its immunity under Title 51 RCW (Washington State Industrial Insurance Act), and acknowledges that this waiver was mutually negotiated.

7.7 Insurance Coverage

The Firm shall maintain the following insurance coverages at its own expense for the duration of the contract:

- A. Workers' Compensation Insurance complies with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all subject workers and the Employer's Liability Insurance for \$1,000,000.
- B. General Liability Insurance is occurrence-based coverage with combined single limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. It shall include contractual liability covering this agreement's indemnity provision. BFCOG, its officers, and employees shall be named as additional insureds, but only with respect to the Firm's services under this contract.
- C. Automobile Liability Insurance coverage for owned, hired, and non-owned vehicles, with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage.
- D. Professional Liability Insurance coverage for errors, omissions, or negligent acts arising out of the performance of professional services with a combined single limit of not less than \$1,000,000 per claim,



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incident, or occurrence. Coverage must remain in effect for at least three (3) years following completion of the contract.

There shall be no cancellation, material change, reduction of coverage, or intent not to renew any required insurance policy without at least forty-five (45) calendar days' prior written notice to BFCOG from the Firm or its insurer(s).

As evidenced by the insurance coverage required by this contract, the Firm shall furnish acceptable insurance certificates to BFCOG prior to contract execution. The certificate shall include all required coverages and limits, named additional insured parties, applicable endorsements, and deductible or retention levels. Insurance companies must have a Best's rating of A- or higher, and all policies are subject to BFCOG acceptance. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all deductibles, self-insured retentions, or self-insurance programs.

7.8 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

As a condition of contracting with BFCOG for federally funded services, the Firm must certify that, to the best of its knowledge and belief, neither it nor any of its principals:

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



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- C. Are not currently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses listed above,
- D. Have not, within the three-year period preceding this contract, had one or more public contracts or transactions terminated for cause or default.

A signed Certification Regarding the Debarment and Suspension form will accompany the final contract and must be completed by the Firm at the time of contract execution.

7.9 Certification Regarding Lobbying

Pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), any Firm submitting a proposal for an award exceeding \$100,000 is required to submit a signed certification regarding lobbying activities. This certification must be submitted with the Proposal and is incorporated by reference as Attachment A: "Certification Regarding Lobbying." By signing and submitting a Proposal, the Proposer certifies to the best of their knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress in connection with the award of any federal contract, grant, cooperative agreement, loan, or the extension, continuation, renewal, amendment, or modification of any such award.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for such purposes, the Proposer shall complete and submit Standard Form-LLL: Disclosure of Lobbying Activities in accordance with its instructions.
- C. The Proposer agrees to include the language of this certification in all lower-tier subcontracts exceeding \$100,000, and to ensure that all subrecipients and subcontractors 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



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of this certification is a prerequisite for entering into this transaction, imposed by section 1352, Title 31, United States Code. Any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7.10 Conformance with Federal, State, and Local Laws

The Firm shall comply with all applicable federal, state, and local laws, regulations, codes, and ordinances in the performance of work under this contract. This includes but is not limited to federal procurement standards under 2 CFR Part 200, applicable EPA Cooperative Agreement conditions, State of Washington laws governing public works, environmental compliance, and contracting, and local ordinances or permitting requirements relevant to the scope of services.

Services provided under this contract, including the procurement and management of any subcontracted work, must conform to these requirements, particularly where federal funds are involved. The Firm is responsible for remaining informed of and in compliance with all such applicable legal and regulatory obligations throughout the contract term.

7.11 Maintenance of Records

The Firm shall maintain all financial records, supporting documents, statistical records, and other pertinent records related to the performance of this contract for a minimum period of three (3) years following final payment, contract closeout, or termination, whichever is later, in accordance with 2 CFR § 200.334. At any time during normal business hours and upon request, these records shall be made available for inspection, audit, or reproduction by the following entities or their authorized representatives: Benton-Franklin Council of Governments (BFCOG), Washington State Auditor, The U.S. Environmental Protection Agency (EPA) as the Federal Grantor Agency, Comptroller General of the United States or any other federal or state agency providing funding or oversight. The Firm shall also provide BFCOG with access to such records as may be required by law to maintain an audit trail, fulfill public record obligations, or comply with grant requirements related to the contracted services.



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7.12 Conference Rooms

Any 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 requirements of the Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391, as amended). The Firm shall ensure that any such event or activity in connection with this contract occurs only at facilities listed on the U.S. Fire Administration's National Master List of fire-safe hotels and motels (available at www.usfa.fema.gov).

7.13 Americans with Disabilities Act Information (ADA)

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 principal 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.

BFCOG, 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.

7.14 Title VI Statement

BFCOG 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 Proposer that it will affirmatively ensure that in any contract entered into pursuant to the advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to



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this invitation and will not be discrimination 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 USC 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 USC 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.

7.15 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Pollution Control Act (33 USC 1251-1387), as amended – contracts and subgrants 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).

7.16 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). This Act aims 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



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of the funding request, environmental findings and compliance performance.

7.17 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 that uses appropriate Federal funds must comply with Section 6002 of RCRA. Section 6002 requires that preferences be given in procurement programs to the purchase of specific products containing recycled materials. Guidelines are contained in 40 CFR Parts 247-253. State and local recipients of grants, loans, cooperative agreements, or other instruments funded by appropriate Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

7.18 Use of Recycled Paper

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

7.19 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.

7.20 Salary Rate

Salary rate (excluding overhead) paid to individual consultants retained by BFCOG or by the Firm's subcontractors shall be limited to the maximum daily rate for 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 daily or hourly. This rate does not include transportation and subsistence costs for travel performed; BFCOG will pay these in accordance with their normal travel reimbursement practices.



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7.21 Optional Extension for Future Grants

BFCOG reserves the right to extend the resulting contract to cover the implementation of additional EPA Brownfields grants awarded within the original contract period. In such cases, BFCOG will request updated pricing from the contractor and will conduct a market survey to determine price reasonableness in accordance with 2 CFR 200.324(a) and 2 CFR 200.404. Price must be a selection factor in the original proposal evaluation per 2 CFR 200.320(b)(2)(iii). No extension will be executed without a written agreement and documentation supporting price reasonableness.

7.22 Good Faith Efforts

The selected Firm must make and document six good-faith efforts to include Disadvantaged Business Enterprises (DBEs) in procurement activities in accordance with 40 CFR Part 33. This includes outreach, solicitation, and documentation of good-faith efforts for procurement activities using EPA funds. BFCOG encourages DBE participation but does not require DBE goals or reporting per RAIN-2025-G02.