



MAY 28, 2024
REQUEST FOR PROPOSALS

EPA Climate Pollution Reduction Grant (CPRG)
Comprehensive Climate Action Plan – Technical Assistance
EPA Grant #02D56223
CMCOG RFP # CMCOG-RPD-24-01

DUE DATE:
JUNE 26, 2024 2:00 PM EST

RECEIPT LOCATION:
Digital Submission to Official Contact

OFFICIAL CONTACT:
Gregory Sprouse
Director of Research, Planning, and Development
Central Midlands Council of Governments
(803) 744-5158
gsprouse@centralmidlands.org
www.centralmidlands.org

Central Midlands Council of Governments (CMCOG) reserves the right to reject any and all proposals or any parts thereof and to waive any irregularities or minor informalities in any proposal or in the proposal process and to make a contract award in the best interest of CMCOG.

This project is being funded in whole or in part by the Environmental Protection Agency through the Climate Pollution Reduction Grant (CPRG) program. All federal EPA funding requirements will apply to the contract. All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM) and may not be debarred from doing business with the federal government. Respondents on this work will be required to comply with all applicable federal, state, and local regulations.

1. INTRODUCTION

Central Midlands Council of Governments (CMCOG) is issuing this Request for Proposals (RFP) to identify a qualified firm to provide technical assistance in developing a Comprehensive Climate Action Plan (CCAP) as outlined in Section 1.3 – Scope of Work. These services will be provided under contract with CMCOG, with funding provided by the Environmental Protection Agency (EPA) through the Climate Pollution Reduction Grant Program, Grant #02D56223.

1.1. Method of Procurement

This is a proposal-based selection. Award will be given to the highest ranked firm based on the factors outlined in Section 5, SELECTION CRITERIA. A contract will be negotiated after selection based on the proposal. The scope of work is outlined in Section 1.3.

1.2. Project Description

CPRG Program

In August 2023, the CMCOG was awarded a \$1 million planning grant from the EPA under the Climate Pollution Reduction Grant (CPRG) program. The EPA's CPRG planning grant website describes the purpose of the grant as to "design climate action plans that incorporate a variety of measures to reduce GHG emissions from across their economies in six key sectors (electricity generation, industry, transportation, buildings, agriculture/natural and working lands, and waste management)."

Through the Inflation Reduction Act of 2022 (IRA), Congress provided many tools to pursue greenhouse gas (GHG) pollution reductions, including the CPRG program. In implementing this and many other programs under the Inflation Reduction Act, EPA seeks to achieve three broad objectives:

1. Tackle damaging climate pollution while supporting the creation of good jobs and lowering energy costs for families.
2. Accelerate work to address environmental injustice and empower community-driven solutions in overburdened neighborhoods.
3. Deliver cleaner air by reducing harmful air pollution in places where people live, work, play, and go to school.

To support these program objectives, EPA has set the following program deliverables:

1. A Priority Climate Action Plan (PCAP). CMCOG submitted a PCAP to the EPA on March 1st, 2024.
2. A Comprehensive Climate Action Plan (CCAP). CMCOG's CCAP is due to the EPA on August 16th, 2025.

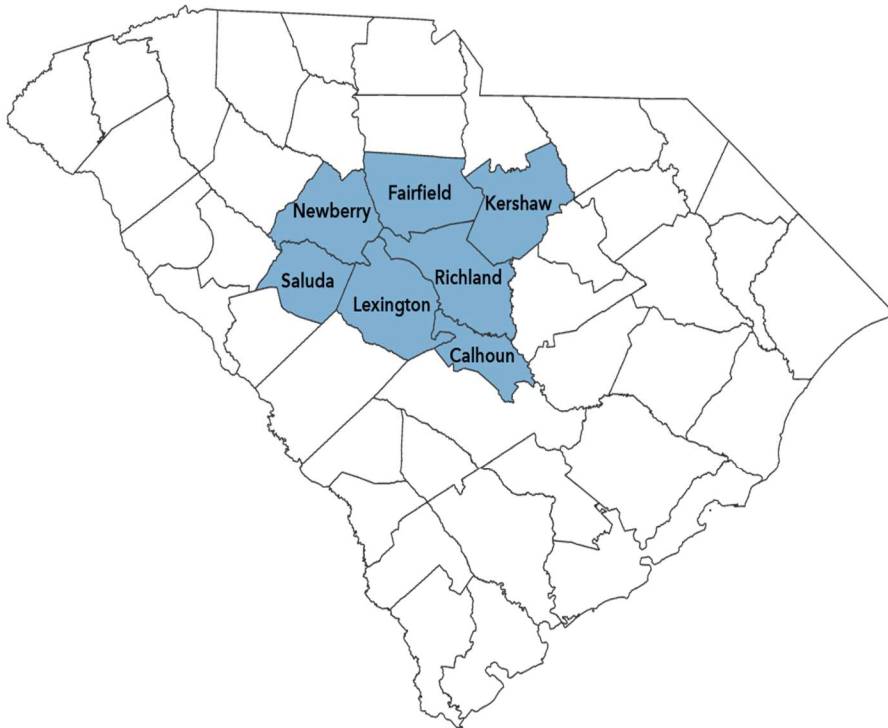
3. A Status Report. CMCOG's Status Report is due to the EPA on August 16th, 2027.

The selected consultant should review and will be expected to be familiar with the EPA's Program Guidance and the CMCOG's Priority Climate Action Plan, the first deliverable of our CPRG planning grant. The PCAP was submitted and approved by EPA in April 2024. A copy of the PCAP is available for download on the EPA website (<https://www.epa.gov/system/files/documents/2024-03/columbia-sc-pcap.pdf>).

CMCOG and the Midlands

The CMCOG is the designated recipient of the CPRG planning grant in the Midlands. The Columbia-Newberry Combined Statistical Area contains 7 counties that form the geography for CMCOG's CPRG planning grant (see map below). This geography covers the seven counties of Richland, Lexington, Kershaw, Newberry, Fairfield, Saluda, and Calhoun. As of 2022, there are 869,831 people living in this area according to the Census Bureau, representing 16.9% of the state's population. Columbia is the largest of approximately two dozen municipalities in the geography.

Columbia-Newberry Combined Statistical Area



1.3. Scope of Work

The selected firm will be responsible for assisting CMCOG with completing the EPA CPRG deliverable requirements for the CCAP (due August 16, 2025) and the Status Report (due August 16, 2027). The table below outlines the tasks associated with these requirements and specifies for each one, the anticipated responsibilities and level of effort for CMCOG and the selected consultant. Additional details about each task are also provided below.

Overview Table

CPRG Deliverables Table		
Deliverable	Comprehensive Climate Action Plan (due August 16th, 2025)	Status Report (due August 16th, 2027)
GHG Inventory	Required	Update Encouraged
GHG Emissions Projections	Required	Update Encouraged
GHG Reduction Targets	Required	Not Required
Quantified GHG Reduction Measures	Required	Status & Updates Required
Benefits Analysis	Required	Required
LIDAC Benefits Analysis	Required	Required
Review of Authority to Implement	Required	Update Required
Intersection with Other Funding Availability	Required	Required
Workforce Planning Analysis	Required	Required
Next Steps / Future Budget and Staffing Needs	Not Required	Required

*Items highlighted in purple are expected to be led by the selected consultant, in collaboration with input from CMCOG. Items highlighted in green will be highly collaborative between the selected consultant and CMCOG. Items highlighted in blue are expected to be led by the CMCOG, with technical assistance, strategic guidance, and modeling services expected to be available as needed from the selected consultant. Items highlighted in red will be wholly completed by CMCOG with existing contracted services.

Deliverable 1: Comprehensive Climate Action Plan (CCAP) – Due August 16, 2025

The selected consultant is expected to be familiar with the [EPA program guidance](#) for CCAP tasks and the EPA program guidance can be consulted for additional details in addition to this RFP task description. The selected consultant will aid CMCOG with the following tasks for the CCAP:

- **GHG Inventory & Emissions Projections:** the CMCOG will take the lead in GHG inventory and projections tasks. The selected consultant will be expected to provide technical assistance as needed, such as analysis services, data analysis, or data curation. CMCOG has an existing contract with ICLEI USA for GHG Inventory & Emissions Projections for

support with inventory tasks and is using [ICLEI USA's ClearPath software](#) to create the inventory.

- **Quantified GHG Reductions:** CMCOG will work with stakeholders and local communities to identify and link relevant existing plans and data to GHG reduction measures. The selected consultant will be expected to suggest new GHG reduction measures in EPA's economic sectors when gaps are identified, provide technical assistance and analysis services to estimate/quantify GHG reductions and the cost of GHG reduction measures, and aid CMCOG in identifying key implementing agencies, implementation schedule and milestones, expected geographic location if applicable, milestones for obtaining implementation authority as appropriate, identification of funding sources if relevant, and metrics for tracking progress.
- **Benefits Analysis:** CMCOG will take the lead in creating the co-pollutants baseline inventory using EPA National Emissions Inventory Data, in concert with ICLEI USA. The selected consultant will be expected to provide technical advice if asked on the co-pollutants inventory. The selected consultant will be expected to take the lead in all other measures of the benefits analysis, including quantified estimates of co-pollutant reductions associated with the plan's GHG reduction measures and assessment of additional community benefits (including quantifying economic benefits, public health benefits, climate resilience benefits, and other benefits and disbenefits where possible).
- **Low Income and Disadvantaged Communities (LIDAC) Benefits Analysis:** CMCOG has already completed GIS analysis and mapping of LIDAC communities using EPA guidance and data. The selected consultant will be expected to take the lead in all other measures of the LIDAC benefits analysis, including quantified estimates of the relative (to the entire community/geography) GHG and co-pollutant reductions associated with the plan's GHG reduction measures and assessment of additional LIDAC community benefits (including quantifying economic benefits, public health benefits, climate resilience benefits, and other benefits and disbenefits specific to LIDAC communities where possible).
- **Intersection with Other Funding Availability:** the selected consultant will be expected to take the lead in all aspects of the funding availability analysis per EPA Program Guidance. Further, the selected consultant will be expected to match the plan's GHG reduction measures to the funding availability analysis in a crosswalk, and other relevant information in crafting a funding strategy for the plan's GHG reduction measures. Finally, the selected consultant will be expected to perform an analysis that ranks the plan's GHG measures and prioritizes the measures by the items described below:
 - A cost-benefit analysis focused on quantified economic costs and benefits
 - A social analysis focused on data from CMCOG's community engagement efforts
 - A combined analysis focused on cost-benefit, social analysis, and other relevant metrics that will be defined by CMCOG in consultation with the selected consultants (such as public health benefits, climate resilience benefits, etc.).
- **Workforce Planning Analysis:** the selected consultant will be expected to take the lead in all aspects of the workforce planning analysis per EPA Program Guidance. The selected consultant should match the analysis to regional and statewide workforce planning efforts where possible. Potential solutions and partners at the state, regional, and/or local level should be identified & incorporated as a recommendation(s) in this section.

- **Final Report (CCAP).** The selected consultant will be expected to draft and/or edit text and graphics (such as maps, charts, and/or infographics) associated with the above sections of the CCAP. All text and graphics should be original work and not the work of artificial intelligence or prior plans without express prior approval of CMCOG. The selected consultant should be skilled at explaining scientific or technical concepts in writing and visual form in a clear, concise, and engaging manner. The selected consultant will work with CMCOG to consolidate all work into a final, consistent plan, and will create a designed professional document with all required components of the plan per the EPA program guidelines. All technical analysis must be reproducible, and all data must be delivered to the CMCOG for archiving according to organizational and EPA policy. The selected consultant will be expected to write up all analytical procedures and data sources in relevant technical appendices as an additional component of the CCAP.

Deliverable 2: Status Report – Due August 16, 2027

The selected consultant will be responsible for assisting the CMCOG with updating the CCAP and creating the status report following EPA's Program Guidance and the information and responsibilities outlined for each required section as described above.

Schedule

The selected RESPONDENT must agree to begin work upon issuance of a notice to proceed and to complete this work within a reasonable timeframe to successfully meet the EPA deliverable deadlines as specified above. The work shall be guided by a detailed flow diagram prepared by the RESPONDENT and furnished to CMCOG within one week of receipt of notice to proceed, and approved by CMCOG. The project shall be considered complete only after action has been taken by CMCOG to approve the final deliverables. Periodic payments for the work shall be made in accordance with a schedule proposed by the selected RESPONDENT and approved by CMCOG.

Briefings

The selected RESPONDENT will be expected to participate in regular briefings with CMCOG. These briefings shall be held at least once every month at an agreed upon location and time during the course of the project. These may be held virtually. The purpose of the briefings will be to apprise CMCOG of the activities of the RESPONDENT, to schedule future activities, and to ensure that the project is on schedule.

2. REQUEST FOR QUALIFICATIONS (RFP) PROCESS AND POLICIES

2.1. Submittal of Proposals

CMCOG is hereby issuing this Request for Proposals (RFP) to firms that have the capability and interest in undertaking and performing the scope of work described in this RFP. The RFP will be publicly advertised in accordance with CMCOG and EPA procurement guidelines.

The OFFICIAL CONTACT for this solicitation is:

Gregory Sprouse
Director of Research, Planning, and Development
Central Midlands Council of Governments
(803) 744-5158
gsprouse@centralmidlands.org
www.centralmidlands.org

Each firm responding to this solicitation is officially a RESPONDENT. Each respondent must submit one (1) digital PDF copy of its proposal to Gregory Sprouse at the email address above no later than **June 26, 2024 at 2:00 PM EST**. All submissions will be logged in and date and time stamped. **Any proposal that is received after the date and time specified will be logged and date and time stamped as "late" and will not be considered.**

2.2. Proposed Procurement Timeline

Release date for RFP	May 28, 2024
Final Date to Receive Written Questions/Clarifications	June 14, 2024 at 2:00 PM EST
RFP Closing Date	June 26, 2024 at 2:00 PM EST
Completion of Selection Committee Review and Recommendation	July 3, 2024, estimated
Execution of Contract	July 30, 2024, estimated

2.3. Proprietary/Confidential Information

All materials and written qualifications submitted pursuant to this RFP shall become the property of CMCOG and will not be returned. All respondents must visibly mark as "CONFIDENTIAL" each part of their submission that they consider to contain proprietary information the release of which would constitute an unreasonable invasion of privacy. All unmarked pages will be subject to release in accordance with law. Marked pages will not be disclosed if they are deemed to meet the requirements under the South Carolina Freedom of Information Act, S.C. Code Section 30-4-10, *et seq.* Respondents should be prepared, upon request, to provide justification of why such materials should not be disclosed in accordance with the South Carolina Freedom of Information Act.

2.4. Questions/Requests for Clarification

All questions and/or requests for clarification regarding this RFP should be provided in writing to Gregory Sprouse at gsprouse@centralmidlands.org no later than June 14, 2024 at 2:00 PM EST. All questions submitted and their answers will be issued as an addendum to this RFP.

No telephone inquiries will be accepted.

2.5. Addenda

If it becomes necessary to revise any part of this RFP, a written addendum will be issued. All addenda issued by CMCOG will become part of the official RFP and will be posted on the CMCOG website and sent to all prospective respondents. Receipt of all addenda must be acknowledged in the proposal.

2.6. Contact Policy

No direct or indirect contact regarding this solicitation may be made with any representatives of CMCOG other than the official contact identified in this RFP. If such contact is made, CMCOG reserves the right to reject a proposal submitted by that respondent. All questions and/or requests for clarification must be provided in accordance with Section 2.5 of the RFP. This contact policy applies to site visits and requests for technical information. Any technical information needed from CMCOG to prepare a proposal should be coordinated through the Questions/Requests for Clarification process outlined in Section 2.4.

2.7. Acceptance and Rejection of Proposals

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. CMCOG reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. CMCOG also reserves the right to accept or reject any or all proposals received in response to this RFP. CMCOG is not obligated to enter into any contract on the basis of any submittal in response to this RFP. CMCOG reserves the right to request additional information from any firm submitting a proposal under this RFP if such information is necessary to clarify the proposal.

2.8. Cancellation/Rejection

CMCOG may cancel this RFP in whole or in part at any time if it is determined to be in the best interest of CMCOG. CMCOG may reject any or all proposals in whole or in part if it is determined to be in the best interest of CMCOG.

2.9. Conflict of Interest

Respondents shall promptly notify CMCOG in writing of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the respondent's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such a person may undertake, and request

an opinion of CMCOG as to whether the association, interest, or circumstance would, in the opinion of CMCOG, constitute a conflict of interest. By submitting this proposal, the respondent certifies that it has no conflict of interest with any employee, agent, elected official or officer of CMCOG or any other conflict as may be set forth herein.

2.10. Collusion

More than one proposal from an individual, firm partnership, corporation, association or related parties under the same or different names will not be considered. If CMCOG believes that collusion exists among respondents, all proposals from the suspected firms will be rejected. "Related parties" means respondents or the principals thereof, which have a direct or indirect ownership or profit-sharing interest in another respondent.

Respondents shall comply with all local, state, and federal directives, orders, and laws applicable to this RFP and any resulting contract.

By responding to this RFP, respondents certify that the response is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item, and they certify the knowledge that this would constitute an illegal action.

3. PROPOSAL CONTENTS

Respondents interested in providing the services outlined in this RFP must prepare and submit a proposal that must not be more than the equivalent of 20 single sided 8 ½ by 11-inch pages in length (not counting the front and back covers of the proposal, section dividers that contain no information, and any required forms). The proposal must include the following, in the order listed:

3.1. Cover Letter

The response should contain a cover letter signed by a person who is authorized to commit the respondent to perform the work included in the proposal and should identify all subcontractors, materials, and enclosures being forwarded in response to the RFP.

3.2. Firm Qualifications

Provide relevant information about the firm to include the following:

- Organization/company overview as it relates to the requirements of the RFP
- Organization/company overview of all sub-contractors as it relates to the

requirements of the RFP

- Number of years the firm has been providing the requested services with a brief description of recently performed projects that indicate the past performance and abilities of the proposed team. More detail on specific projects should be included in the Relevant Experience section.

3.3. Key Personnel

Provide a proposed project management structure that identifies the project manager and all personnel who will be assigned to work on this project, including a description of their abilities, qualifications (including education and licensure), and experience. Identify the proposed project manager who will be the sole point of contact for CMCOG during day-to-day operations and include their contact information. Include resumes for all key individuals (including sub-consultants) who will be completing a portion of the scope of work.

3.4. Relevant Experience

Provide descriptions of similar projects that the organization and/or key personnel have completed, including tasks involved, timeframes, and outcomes. ***Respondents should explicitly reference experience with developing Climate Action Plans and other related tasks as identified in Section 1.3.*** Respondents should also provide links to deliverables from related project references if available, but should ensure the most relevant material is highlighted within the response. Include any relevant experience with federal requirements or grant-funded projects.

3.5. Project Approach

A statement of understanding of the work to be done and a detailed methodology and work plan to include a proposed list of required tasks and milestones to address the scope of work included in this RFP. Include any additional recommendations, options or alternatives that should be taken into consideration by CMCOG.

3.6. Project Schedule

Provide a proposed project schedule that includes the key tasks, duration, milestones and deliverables that will complete the scope of work within the timeframe outlined in this RFP.

3.7. Firm Workload

Describe the recent, current, and projected workload of the respondent and any sub-consultants, related to how it might impact the respondent's ability to meet the project's time and budget requirements.

3.8. Project Cost

Provide a fixed price, total cost proposal for completing the scope of work outlined in this RFP. The proposal should be itemized by work tasks and inclusive of all fees. Include hourly fees that would be charged if additional work is added to the contract via change order.

3.9. References

Provide three (3) client references for relevant projects within the last 5 years that indicate the past performances and abilities of the proposed team. Include a key client contact person for each project with their current daytime phone number and email address.

4. SELECTION AND AWARD PROCESS

4.1. Selection Committee

CMCOG will conduct a formal selection process to identify the proposal that is most advantageous to CMCOG, based on the criteria detailed in Section 5. This process will include the formation of a selection committee and the appointment of other technical advisors as needed to review all of the proposals and score them based on the established selection criteria outlined herein. The award will be made to the highest rated and ranked respondent based on the cumulative scores of the selection committee.

CMCOG reserves the right to contact a firm to obtain written clarification of information submitted in their proposal and to contact references to obtain information regarding performance, reliability, and integrity. After evaluating the submitted proposals, the selection committee may choose to interview a short list of at least three firms prior to ranking the respondents. If interviews will be conducted, short-listed respondents will be notified at least ten (10) business days prior to the interview date.

4.2. Notice of Intent to Award

Once a selection is made a notice of "Intent to Award" will be posted on CMCOG website. A notice will also be emailed to all respondents informing them of the committee's recommendation.

4.3. Protested Solicitations and Awards

RESPONDENTS dissatisfied with the decisions regarding contract award can appeal to CMCOG. The protest must be filed in writing by the authorized signatory official for the RESPONDENT addressed to the CMCOG Executive Director within ten working days of the announcement of the "Intent to Award." Announcement of our "Intent to Award" will be posted

on the CMCOG web site. The ten working days to file appeals will begin on the date the "Intent to Award" is posted on the web site. All RESPONDENTS are encouraged to review CMCOG'S website (www.centralmidlands.org) daily during the RFP evaluation period. CMCOG will not consider appeals from individuals or organizations that do not have standing to appeal nor from sub-contractors of RESPONDENTS. The signature of a party on an appeal document constitutes a certification by the signer that the signer has read the document and to the best of their knowledge, information, and belief and, after reasonable inquiry, it is well grounded in fact. It must be warranted by existing law or by a good faith argument, and that it is not submitted for any improper purpose such as to harass, limit competition, or cause unnecessary delay or needless increase in the cost of the procurement or the appeal. The cost of the appeal will be borne solely by the appealing organization or individual. CMCOG will issue a written decision in accordance with its contract appeals procedures. Frivolous appeals will not be addressed by CMCOG. The decision of CMCOG is final. There will be no formal debriefing on CMCOG decisions on the appeal.

4.4. Contract Negotiations/ Award of Contract

After the close of the appeal period, if no appeals were received or successfully granted, the highest rated respondent identified in the "Intent to Award" will be invited to enter into contract negotiations with CMCOG to finalize the scope of work, personnel, hours, hourly rates, use of sub-consultants, and other direct costs that will be required to complete the agreement between CMCOG and the selected respondent. If an agreement cannot be reached with the top ranked firm, CMCOG will select the next highest ranked responsive and qualified firm and the negotiation phase will be repeated. This process will continue until an agreement is reached with a qualified firm that can provide the required scope of services within the project budget. Any contracts awarded as a result of this procurement process will be between the respondent and CMCOG.

5. SELECTION CRITERIA

The selection criteria and their relative importance in making the selection are:

5.1. Qualifications of Firm/Personnel (30 Points)

Technical expertise and competence, including education, licensure or professional certification, and years of experience of individuals who will be assigned to this project.

5.2. Past Performance and Related Experience on Similar Projects (35 Points)

Extent of relevant experience with projects of a similar nature, including experience with Climate Action Plans and other related tasks as specified in Section 1.3. Performance recommendations with regard to work quality, schedule, budget, communication and coordination of projects.

5.3. Project Approach and Timeline (25 Points)

The soundness, suitability, comprehensiveness and creativity of the respondent's stated approach to the project. The proposed project schedule as well as consideration of the workload of the firm and key personnel.

5.4. Project Cost (10 Points)

Points for cost will be assigned by CMCOG's procurement officer or designee. The lowest total cost proposal will receive the maximum points and all other respondents will be assigned points on a pro rata basis.

If Required (CMCOG reserves the right not to include this activity)

5.5. Oral Presentations (25 Points)

RESPONDENTS may be requested to make an oral presentation of their proposal. The highest scoring technical proposals, up to three, may be invited to participate in oral interviews. This presentation, if held, will provide an opportunity for the RESPONDENT to clarify their proposal. Notice for oral presentations, if held, will be provided by CMCOG.

6. TERMS AND CONDITIONS

The following terms and conditions will be incorporated into the contract for this work:

6.1. Termination for Cause and Convenience

The contract may be terminated in whole or in part as follows:

- i. By the Grantee, if a contractor fails to comply with the terms and conditions of the grant award;
- ii. By the Grantee, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- iii. By the Grantee with the consent of the contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- iv. By the Grantee upon written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Grantee determines in the case of partial termination

that the reduced or modified portion of the contract will not accomplish the purposes for which the contract was made, the Grantee may terminate the contract in its entirety; or

- v. By the Grantee pursuant to termination provisions included in the grant award.

6.2. Administrative, Contractual, and Legal Remedies

In addition to any of the remedies described elsewhere in the contract, if the contractor materially fails to comply with the terms and conditions of this contract, including any federal or state statutes, rules or regulations, applicable to this contract, the Grantee may take one or more of the following actions:

- I. Temporarily withhold payments pending correction of the deficiency by the contractor;
- II. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- III. Wholly or partly suspend or terminate this Contract; and
- IV. Take other remedies that may be legally available.

The remedies identified above, do not preclude the contractor from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Grantee shall have the right to demand a refund, either in whole or part, of the funds provided to the contractor for noncompliance with the terms of this Contract.

6.3. Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- I. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees

and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- II. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- III. The contractor will send to each labor union or representative of workers with which he has a collective bargaining contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- IV. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- V. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- VI. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed

and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

6.4. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies that it is not listed on the government-wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

6.5. Insurance Requirements

The RESPONDENT shall effect and maintain insurance at its own cost and expense to protect itself and CMCOG from claims under Workers' Compensation Acts; from claims for damages because of bodily injury including sickness, disease, or death of any of its employees or other parties; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable, each in the amount of \$1,000,000 or statutory amount as applicable.

6.6. Funding

Funding for this project is provided through an EPA grant from the EPA CPRG grant. All required EPA terms and conditions, in addition to those contained herein, will be incorporated into the resulting contract. Costs incurred prior to notice-to-proceed will be the responsibility of the selected RESPONDENT and will not be reimbursed. All travel expenses prior to notice to proceed shall be at the selected RESPONDENT's expense.

6.7. Subcontracts

The selected RESPONDENT shall not subcontract any work or services covered by this scope of work without the prior written approval of CMCOG. Subcontractors are also subject to all the terms and conditions in this section.

6.8. Assignment

The selected RESPONDENT cannot assign or transfer any future contract or its provisions without written consent by CMCOG. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of the selected RESPONDENT is considered an assignment.

6.9. Amendments

Any contract with the selected RESPONDENT may only be amended by written agreement from all participating parties, which must be executed in the same manner as the contract.

6.10. Recordkeeping, Audits, & Inspections

The selected RESPONDENT shall create and maintain adequate records to document all matters covered by this project and its terms and conditions. The RESPONDENT shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the contract and make records available for inspection and audit at any time CMCOG deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved and final action taken. The selected RESPONDENT shall allow CMCOG to inspect facilities and locations where project activities are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of the contract with no further obligation on the part of CMCOG.

The selected RESPONDENT must dispose of records containing CMCOG confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by CMCOG, or known or believed by the selected RESPONDENT to be claimed as confidential or entitled to confidential treatment.