

**CITY OF RIDGEFIELD, WASHINGTON  
REQUEST FOR PROPOSALS  
FOR RIDGEFIELD POLICE DEPARTMENT  
ADDITION**

**Ridgefield Police Department Expansion – Design  
Contract - C2017-033**

The City of Ridgefield is seeking Requests for Proposals (RFP) from third-party firms on the City of Ridgefield's Consultant Roster (administered by MRSC) who wish to be evaluated for completing a conceptual design for the expansion of the City of Ridgefield Police Department facility and the bidding, selection process, and oversight of the actual construction services for the expansion project.

**For parties interested in submitting, written submittals must be received at City Hall (230 Pioneer Street, P.O. Box 608, Ridgefield, WA 98642) by 5:00 p.m. on Friday, March 24<sup>th</sup>, 2017.** Questions regarding this Request for Proposals should be directed in writing to Roy Rhine by e-mail at: roy.rhine@ci.ridgefield.wa.us. Questions must be received by 5:00 p.m. on Monday, March 17<sup>th</sup>, 2017. There will be an optional pre-proposal meeting to discuss questions and provide details to firms interested in submitting RFP's related to this project on Monday, March 13<sup>th</sup> at 1:00 PM at the Ridgefield Community Center located at 210 N. Main Avenue, Ridgefield, WA. There will be an opportunity to visit the existing police department to view the existing building and area of proposed expansion.

The City of Ridgefield is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises in contracting activities. In addition, the selected consultant(s) shall conform to all Federal equal employment opportunity requirements.

The City of Ridgefield reserves the right to cancel this request or reject any and all responses submitted or to waive any minor formalities of this call if the best interest of the City would be served.

**PROJECT DESCRIPTION**

The City of Ridgefield is seeking to identify a qualified third-party firm with demonstrated professional experience in facilities planning and design for small municipalities to complete a design plan from a concept for an addition to the City of Ridgefield Police Department and to serve as a Project Manager, assisting the City's project team in managing the project to its end. The City of Ridgefield is a growing community in northern Clark County, Washington. The City's current police department is located at 116 N. Main Avenue. It is a one story, wood-framed structure built in 1998 and is estimated at 1,373 square feet surrounded by asphalt covered parking area. The expansion design includes adding approximately 1,373 square feet to the existing structure including office space, meeting room space, and a small kitchen area. The police department will continue to remain open for business during all phases of the construction. The proposed improvements will require further refinement during the project preliminary design phase to evaluate alternative options.

A copy of the conceptual layout are available for those firms expressing an interest in this project.

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**GENERAL SCOPE OF WORK**

The purpose of this project is to complete a design for an addition to the City Police Department and serve as project management oversight for the construction of the addition. Activities to be completed under this scope of work may include, but are not limited to:

- Upon selection, provide a preliminary 50% plan, 90% plan and final design for the expansion project including any engineering services based on land area, building and office space needs
- Project management from design to completion of project
- Review challenges related to adding to the existing police department facility
- Coordinate with city staff on space and features required for expansion of the existing police department
- Create a budgetary total project cost estimate
- Bid period assistance to the City, writing the scope of work for the RFP, preparation of addendums, recommendation of award, site visits, and preparation of change orders as needed
- Participate and assist the City in selecting a third-party contractor to perform the project construction
- Preparation of final construction documents including permits and site review submittals
- Prepare and maintain a Gantt chart or similar project management system to monitor progress

The City of Ridgefield has not prepared a detailed scope of work to be performed for completion of the construction expansion activities. The chosen design consultant will assist the City in preparing the Scope of Work and managing the construction project to its end.

**TYPE/DURATION OF CONTRACT**

The Scope of Work will be the basis of the work program for the efforts to follow. It is anticipated the project will begin with the selection and award of design consultant in March 2017. A contractor RFP will start in May 2017 and construction permitting beginning shortly after with anticipated construction ending no later than December 2017.

The City reserves the right to decide whether or not to proceed beyond the Scope of Work phase with the selected consultant. The opportunity for the consulting firm to continue with the subsequent project management work after preparing the initial Scope of Work will be based on the performance of the Consultant Team during the initial Scope of Work phase of the project. Judgments of contract performance will be solely that of the Project Management Team.

**RESPONSE REQUIREMENTS**

A qualifications-based selection process will be used to select a consultant for this project. The consultants are invited to provide whatever information they feel relative to the scope of work. At a minimum, the following general information should be included and will be used to help evaluate responses:

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***Firm Profile***

Proposing consultants shall provide an overview of the firm's areas of expertise, its history, primary market area, and the number of employees at any Washington State or Portland, Oregon locations. This selection is intended to familiarize the City with the proposing consultant firms.

***Professional Qualifications and Expertise of Key Personnel***

Proposing consultants shall provide an overview of the qualifications and expertise of the individuals proposed to be used on this project. Qualifications and expertise should be relative to the scope of the project. If selected to perform the work, the Key Personnel identified in the proposal must be used to complete the project.

***Recent Experience with Similar Projects***

This section should include brief descriptions of the consultant's recent and successful past performance on agreements with other governmental entities and private industry for the type of work described above. The purpose is to provide background of the proposing firm(s) that is directly relevant to this project. Proposals should provide a background on a minimum of three and a maximum of four projects. For each project, the consultant should provide a brief description of what services were provided, the outcome of the project, the project manager, and start and end dates of the project.

***References***

The consultant must provide two (2) references which are available and willing to provide information and which the firm has worked for within the last three (3) years providing similar services.

***Exceptions to Standard Contract Language***

The City of Ridgefield intends to utilize its standard Professional Services Agreement for this project. A copy of this agreement is included with this request for qualifications. Each firm must affirm in its response that the terms and conditions of the Agreement are acceptable, or if the firm takes exception to any of the proposed language in the Agreement. The firm must specifically describe the reasons for the exceptions and propose alternative language for review and consideration by the City.

***Costs of the Contract***

The proposed cost of the contract, including the fee for labor, travel, reimbursable costs and other anticipated costs. A lump sum fee is preferred rather than an hourly labor cost.

**APPROXIMATE TIMELINES**

RFP Issuance Date:	March 6, 2017
Pre-RFP Meeting/Questions	March 13, 2017

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RFP Submittal Date: March 24, 2017  
RFP Review and Scoring: March 27-29, 2017  
Award By: March 31, 2017

**EVALUATION CRITERIA and SUBMITTAL REQUIREMENTS**

Firms will be evaluated by the City on the criteria (which are described more fully above) and point system shown below.

- Firm Profile 0 to 15 points
- Professional Qualifications and Expertise of Key Personnel 0 to 30 points
- Recent Experience with Similar Projects 0 to 35 points
- References 0 to 20 points

Submittals must be a maximum of 10 pages in length (e.g. front and back is equal to two pages) on 8.5"x11" paper. Cover letters are not required, but are encouraged to be submitted with the submittals, and will **not** count towards the proposal page limit. Three copies of the submittals must be received by the time and date specified above.

**AWARD**

The firm deemed to be the most highly qualified to provide the services required for the proposed project, based on overall score, will be selected. At the discretion of the City follow-up interviews of top ranked firms may be necessary to select the firm with the highest qualifications and performance history.

Once selected, the City will negotiate a scope of services and a fee that is fair and reasonable as noted above. If the City and the firm can't agree on a scope of services and a fair and reasonable fee, negotiations with that firm shall be formally terminated. If the firm that is initially selected is terminated, the City has the option to select another highly qualified firm and enter into contract negotiations.

**INFORMATION**

Any questions regarding this request should be submitted **via email** by the date and time specified above and directed to:

Roy Rhine  
Police Lieutenant  
City of Ridgefield  
[roy.rhine@ci.ridgefield.wa.us](mailto:roy.rhine@ci.ridgefield.wa.us)

**CONTRACT/TERMS AND CONDITIONS**

The successful consultant must enter into a Professional Services Agreement with the City and adhere to all requirements of the agreement.

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**REIMBURSEMENT**

The City of Ridgefield reserves the right to reject any and all Proposals and to waive irregularities and informalities in the submittal and evaluation process. The City will not reimburse suppliers for any costs involved in the preparation and submission of responses to this request or in the preparation for and attendance at subsequent interviews. Furthermore, this request does not obligate the City to accept or contract for any expressed or implied services.

Furthermore, the City of Ridgefield reserves the right to award the contract to the next most qualified Consultant if the selected Consultant does not execute a contract within thirty (30) days after the award of the proposal. The City reserves the right to request any respondent to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the response.

**TERMINATION FOR PUBLIC CONVENIENCE**

The City shall have the right at its discretion and determination to terminate the contract following thirty (30) calendar days written notice.



## CITY OF RIDGEFIELD

### PROFESSIONAL SERVICES AGREEMENT

230 Pioneer Street ♦ PO Box 608 ♦ Ridgefield, WA 98642  
Ph: 360.887.3557 ♦ Fax: 360.887.0861

Contract No. \_\_\_\_\_

### Project Description

THIS AGREEMENT is entered into between the **City of Ridgefield**, a municipal corporation, hereinafter referred to as "the City", and \_\_\_\_\_, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Consultant is retained by the City to perform professional services in connection with the project designated as \_\_\_\_\_.
2. SCOPE OF SERVICES. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. TIME FOR PERFORMANCE. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **Date** \_\_\_\_\_ unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 16 of this Agreement.
4. PAYMENT. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
  - A. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses.
  - B. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.

- D. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- E. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.
5. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. COMPLIANCE WITH LAWS. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. INDEMNIFICATION. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the City.
- Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. CONSULTANT'S LIABILITY INSURANCE.
- A. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subconsultants.
- B. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. Consultant shall obtain insurance of types and amounts described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
  2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
  3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  4. Professional Liability insurance appropriate to the Consultant's profession.
- D. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
  3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- E. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- G. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
- H. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- I. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- J. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the



full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

9. INDEPENDENT CONSULTANT. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)
- Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)
- Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)
- Civil Rights Restoration Act of 1987  
(Public Law 100-259)
- Americans with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)
- 49 CFR Part 21
- 23 CFR Part 200
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

11. CONFIDENTIALITY. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.

12. WORK PRODUCT. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City

during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.

13. INTELLECTUAL PROPERTY.

a. Warranty of Noninfringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

14. ASSIGNMENT. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

15. NON-WAIVER. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

16. CITY'S RIGHT TO TERMINATE CONTRACT. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.

17. NOTICES. Notices to the City of Ridgefield shall be sent to the following address:

Mr. City Official  
City of Ridgefield  
PO Box 608  
Ridgefield, WA 98642  
PH: (360) 887-3557  
FX: (360) 887-0861  
Email: city.official@ci.ridgefield.wa.us

Notices to Consultant shall be sent to the following address:

Mr. Authorized Representative  
Consultant  
123 Main St  
Ridgefield, WA 98642  
PH: (360) xxx-xxxx  
FX: (360) xxx-xxxx  
Email: email@consultant.com

18. INTEGRATED AGREEMENT. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This

agreement may be amended only by written instrument signed by both City and Consultant.

- 19. ARBITRATION CLAUSE. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

- 20. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 21. VENUE. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 22. REMEDIES CUMULATIVE. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 23. COUNTERPARTS. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF RIDGEFIELD:

Vendor.:

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
Authorized Representative

Print Name: \_\_\_\_\_

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

Attest/Authenticated:

\_\_\_\_\_  
City Clerk

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**EXHIBIT "B"**  
**COSTS FOR SCOPE OF SERVICES**

**EXHIBIT "C"**  
**TITLE VI ASSURANCES**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or

7. procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.