

# **CITY OF BOX ELDER, SD REQUEST FOR PROPOSALS FOR *PROFESSIONAL SERVICES***



**PROJECT:                    MILITARY INSTALLATION  
RESILIENCY REVIEW (MIRR)  
PROJECT 240049**

**ENGINEER:                SCOTT LANGE, PE  
BOX ELDER CITY ENGINEER  
420 VILLA DRIVE  
BOX ELDER, SD 57719**

**RFP DUE DATE:        JANUARY 23, 2025**

**RFP FOR ENGINEERING SERVICES**  
**MILITARY INSTALLATION RESILIENCY REVIEW**

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## 1.0 GENERAL INFORMATION

### 1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The City of Box Elder is requesting a firm to lead a joint community/military assessment of shared vulnerabilities and risks associated with critical resources beyond military installation boundaries. This is necessary to support and maintain installation assurance and mission-essential functions. The selected firm will complete a cooperative, community-driven planning effort with definitive “next steps” to leverage the capabilities and strengths of state and local governments to address resilience and encroachment risks.

This Military Installation Resiliency Review (MIRR) and accompanying Tabletop Exercises must be completed by January of 2026 and will be conducted in collaboration with Ellsworth Air Force Base, the City of Box Elder, and other local agencies. Once the MIRR and Tabletop Exercise activities are completed, a corresponding report identifying challenges, risks and opportunities will need to be developed and presented to the stakeholders.

The City has received funding for consulting services through federal funds from the Office of Local Defense Community Cooperation (OLDCC).

### 1.2 SCHEDULE OF ACTIVITIES

- |   |   |
|---|---|
| • RFP Publication   | December 26, 2024   |
| • <b><u>Consultant Proposals Due</u></b><br><b><u>(Submit no later than</u></b> | <b><u>January 23, 2025</u></b><br><b><u>4:00 PM MT)</u></b> |
| • Contract Award  | February 20, 2024   |
| • Plan Development  | Feb 2025 – Oct 2025   |
| • Final Submittal   | December 2025   |

### 1.3 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received by the date and time indicated in the Schedule of Activities. Proposals received after the deadline will not be reviewed.

Proposal Delivery:

Email Delivery to: [CityClerk@boxelder.us](mailto:CityClerk@boxelder.us)

All proposals must be signed by an officer of the responder, legally authorized to bind the responder to the proposal. Proposals not properly signed may be rejected.

Include the following information.

1. Formal name & applicable contact information
2. Name and contact information of person authorized to sign contract for the firm

3. Name and contact information of primary project manager  
No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the City of Box Elder or that otherwise may be deemed irresponsible or unreliable by the City of Box Elder.

**1.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the offeror shall attach an explanation to their offer.

**1.5 CERTIFICATION RELATING TO PROHIBITED ENTITY**

For consultants, contractors, vendors, suppliers, or subcontractors who enter into a contract with the City of Box Elder by submitting a response to this solicitation or agreeing to contract with the City, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by SDCL 5-18A. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

Complete Certification of Prohibited Entity Status Form and **include with bid proposal** (see Appendix I).

**1.6 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

## **1.7 OFFEROR INQUIRIES**

Offerors may email inquiries concerning this RFP to obtain clarification of requirements.

Refer proposal questions to:

- 1.7.1 Scott Lange, City Engineer
- 1.7.2 605.923.1404 x 218
- 1.7.3 605.791.8122 -- Direct
- 1.7.4 [scott.lange@boxelder.us](mailto:scott.lange@boxelder.us)

The City Engineer will respond to offeror's inquiries (if required). Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

## **1.8 CONFIDENTIALITY**

Certain elements of the work product developed under the project will be considered "controlled unclassified information" as defined by the United States Department of Defense. The final decision on confidentiality of the work product will be made by the City of Box Elder and/or the US Air Force.

## **1.9 GOVERNING LAW**

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

## **1.10 DISCUSSIONS WITH OFFERORS**

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the City's request. The City reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

## **2.0 SCOPE OF WORK**

The Consultant shall provide professional services including reports, plans, studies, and mapping for the project. The scope of work for the Military Installation Resiliency Review includes but will not be limited to:

### **2.1 Community-Led Assessment**

- 2.1.1 Subject matter expertise to conduct research, analysis, strategic guidance, advising, resolution strategies, and outreach support.
- 2.1.2 Consulting services include, but are not limited to:
  - Review of climate vulnerabilities
  - Critical infrastructure both on and off the Installation
  - Opportunities to coordinate services between the Installation and the City of Box Elder
  - Community engagement
  - How both military and civilian populations are affected

### **2.2 Tabletop Exercises**

- 2.2.1 Planning and coordination
  - Project kickoff and preparatory meetings
  - Data and literature review
- 2.2.2 Exercise design
  - Overall scenario design
  - Supporting materials
  - Organizing participants
- 2.2.3 Preparation and Execution
  - Participant Preparation
  - Tabletop Exercise Facilitation

### **2.3 Evaluation and Reporting**

- 2.3.1 Evaluation of participants and collection of feedback from participants and observers
- 2.3.2 After-action report
  - A comprehensive report detailing exercise outcomes, identified strengths and weaknesses, and recommendations for improvement.
- 2.3.3 OLDCC Statement
  - Consultant must include the following statement on the title page of the Report:
    - “This study was prepared under contract with the City of Box Elder, South Dakota with financial support from the Office of Local Defense community Cooperation, Department of Defense. The content reflects the views of the City of Box Elder, South Dakota and does not necessarily reflect the views of the Office of Local Defense Community Cooperation.”

### **3.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS**

- 3.1** The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the City of Box Elder is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may have an adverse impact on the evaluation of the proposal.
- 3.2 Offeror's Contacts:** Offerors and their agents (including subconsultants, employees, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the individual identified in section 1.7, above.
- 3.3** The offeror may be required to submit a copy of their most recent audited financial statements upon the City's request.
- 3.4** If the Consultant has NOT been under contract with the City of Box Elder within three years. Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired, or not renewed in the past three years.
  - 3.4.1 Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted; and
  - 3.4.2 Dates of the service/contract; and
  - 3.4.3 A brief, written description of the specific services performed and requirements thereof; and
  - 3.4.4 The fee of the reference projects.

### **4.0 PROPOSAL RESPONSE FORMAT**

- 4.1** Submittal Requirements:
  - 4.1.1 Provide documents in PDF format.
  - 4.1.2 Electronic signatures on the proposal are acceptable.
- 4.2** All proposals should be in a **LETTER FORMAT**, signed by the authorized officer of the firm with the following information:
  - 4.2.1 Proposal:
    - 4.2.1.1 Project Understanding
    - 4.2.1.2 Offeror's qualifications specific to this project.
    - 4.2.1.3 Detailed scope of work and deliverables.
    - 4.2.1.4 Proposed project schedule.
    - 4.2.1.5 Fee summary with totals separated for task 2.1, 2.2 and 2.3.
    - 4.2.1.6 Offeror's qualifications & experience.
    - 4.2.1.7 Completed Appendix I - Certification of Prohibited Entity form.

## 5.0 **PROPOSAL EVALUATION AND AWARD PROCESS**

City staff will evaluate the proposals. This is a qualification-based selection. Box Elder will review the proposal for the best value for the City. Cost will be a factor in evaluation, but selection is predominantly based on qualifications and best value. Criteria for evaluation include:

1. Consultant qualifications for and understanding of the project. (50%)
2. Completeness of proposal and team availability to meet the schedule. (40%)
3. Fee (10%)

- 5.1 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 5.2 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subconsultant, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 5.3 The City reserves the right to negotiate an agreement with the firm best qualified for the project. Also, the City reserves the right to reject any or all proposals, or to waive any irregularity in the proposal if it is deemed to be in the best interest of the City. Failure to submit all the requested information could be grounds to reject the proposal.
- 5.4 The City reserves the right to hold interviews with the top two or three firms from the evaluation process. The City also reserves the right to award the tabletop exercise separately.
- 5.5 **Award:** The City and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
  - 5.5.1 If the City and the highest-ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, terminate negotiations with the consultant. The City may then negotiate with the next highest ranked consultant.
  - 5.5.2 The negotiation process may continue through successive offerors, according to City ranking, until an agreement is reached, or the agency terminates the contracting process.
  - 5.5.3 All Consultant costs related to the preparation of the RFP, interview, or other related activities are the sole responsibility of the Offeror. The City will provide no reimbursement for costs incurred by the Offeror.

END OF RFP



EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and among \_\_\_\_\_ (the "Consultant"), and the City of Box Elder, a political subdivision of the State of South Dakota (the "City"); collectively referred to as (the "Parties") to be effective as of the \_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date").

This Agreement is for professional services for **Military Installation Resiliency Review (MIRR)**. Described as MIRR for Ellsworth Air Force Base and the City of Box Elder, SD.

CONSULTANTS AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ email address: \_\_\_\_\_

CITY OF BOX ELDER AUTHORIZED REPRESENTATIVE:

City Administrator  
420 Villa Drive  
Box Elder, SD 57719

CITY OF BOX ELDER PROJECT MANAGER:

Scott Lange, City Engineer Telephone: 605.923.1404 ext. 118  
420 Villa Drive, Box Elder, SD 57719 email address: [scott.lange@boxelder.us](mailto:scott.lange@boxelder.us)

**PROJECT SCOPE OF SERVICES:** The Scope of Services (the Services) for this Project is set forth in Exhibit A to this Agreement and shall be considered as part of the Agreement.

**SCHEDULE:** The Consultant's services will start upon execution of the Agreement and the preceded per the schedule set forth in Exhibit A, unless terminated per the terms hereto.

**FEE:** The consultant's fee is a LUMP SUM of \$\_\_\_\_\_ divided by task as described in Exhibit A, including all fees, taxes and expenses.

1. CONSUTLANT RESPONSIBILITIES:

- a. The Consultant will perform the Services as described in Exhibit A.
- b. INDEPENDENT CONTRACTOR: The Consultant is an independent contractor and not an officer, agent or employee of the City.
- c. TIMELINESS OF PERFORMANCE: The Consultant will perform its Services with reasonable diligence and expediency consistent with sound professional practices and as described in Exhibit A. Time is of the essence in performing the services under this Agreement.

- d. STANDARD OF CARE: The standard of care for all professional engineering, architectural, and related Services performed by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services.
- e. OPINIONS OF COST: The Consultant's opinions of probable construction cost are to be made on the basis of Consultant's experience and qualifications and represent the Consultant's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because the Consultant has no control over the cost labor, material, equipment, services furnished by others, over contractor's methods of determining prices, over the bidding, or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinion of probable cost prepared by the Consultant.
- f. ADDITIONAL SERVICES: Additional services under this Agreement must be identified in writing and approved by the City prior to starting work.
- g. CODE COMPLIANCE: The Consultant will comply with federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- h. SUBCONSULTANTS: The Consultant may not use subconsultants to perform the services described herein unless identified in this Agreement, or without the express prior written consent of the City. The Consultant will include provisions in its subcontracts requiring its subconsultants to comply with the applicable provisions of this Agreement, to indemnify the City, and to provide insurance coverage for the benefit of the City in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- i. STATUS DURING CONSTRUCTION: ***Not applicable for this agreement.***
  - i. The Consultant shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Consultant and the City to observe the progress and quality of Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's Work but rather to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Construction Contract Document.
  - ii. Based on this general observation, the Consultant shall keep the City informed about the progress of the Work and shall inform the City of observed deficiencies in the Work.

- iii. The Consultant shall not supervise, direct or control the Contractor's work nor have responsibility for the construction means and methods, nor the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor's in accordance with the Construction Contract Documents.
  - iv. The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, or any entity performing any part of the Work. The Consultant does not guarantee the performance of the Contractor.
- j. USE OF PUBLIC EQUIPMENT: The Consultant will not use City equipment, supplies, or facilities.

## **2. CITY'S RESPONSIBILITIES:**

- a. INFORMATION: The City will provide the Consultant with technical information regarding the Services to be performed, if any, available to the City. The Consultant may use such technical information in performing or furnishing Services under the Agreement.
- b. PERMITS: *Not applicable for this agreement.* Unless otherwise stated in Exhibit A, the Consultant will coordinate the application and submittal of permits, licenses, registrations, certificates, and government or agency approvals that may be required to commence and/or complete the Project. Fees for these permits, licenses, etc. will be paid directly by the City.

## **3. PAYMENTS:** The City will make payment for services upon satisfactory completion of the Services.

- a. Consultant shall prepare invoices in accordance with its standard invoicing practices and Exhibit A. City may make progress payments for the Services completed on a monthly basis. Consultant shall submit itemized invoices for work completed. Invoices are due and payable within 60 days of receipt. If the City fails to make any payment due to the Consultant for services and expenses within 60 days after receipt of the Consultant's invoice, then the City will be considered in breach of the payment terms of this Agreement, and the compounded amount due the Consultant will be increased at the rate of 1.0% per month from said sixtieth day.
- b. If the City disputes an invoice, the City may withhold payment until resolution of the disputed portion, but only that portion so disputed, and must pay the undisputed portion.
- c. Whenever the Consultant is entitled to compensation for the charges of subconsultants used by the Consultant as part of the services provided to the City, those charges shall be billed to the City at the amount billed to the Consultant by the subconsultant times a factor of 1.0.
- d. Consultant shall include all governmental taxes and fees applicable to the Services unless specifically listed in the fee section of Exhibit A. If after the Effective Date of this Agreement, any governmental entity takes legislative action that imposes sales or use of taxes, fees, or charges on the Consultant's services or compensation differently than as

described by Exhibit A, then the Consultant may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. The City shall reimburse the Consultant for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which the Consultant is entitled under the terms of this Agreement.

#### **4. GENERAL:**

- a. **INSURANCE:** At all times during the term of this Agreement, the Consultant shall obtain and maintain in force coverage of the types and limits as follows:
  - i. **Commercial General Liability:** The Consultant shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.
  - ii. **Professional Liability:** The Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$2,000,000.00
  - iii. **Business Automobile Liability:** The Consultant shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
  - iv. **Worker's Compensation Insurance:** The Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.
  - v. Before beginning work under this Agreement, Consultant shall furnish the City with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Consultant agrees to provide immediate notice to the City and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by the City.
- b. **OWNERSHIP OF DOCUMENTS:** All data, reports, drawings, specifications, computer files, record drawings, work-product, and other deliverables (whether in printed or electronic format) provided by or furnished by the Consultant pursuant to the Agreement (the Project Documents) are instruments of services in respect to the Project, and Consultant shall retain ownership and property interest therein. Upon completion of the Project or termination of the services and payment for monies due the Consultant, the City shall have a royalty-free unlimited license to utilize the Project Documents prepared under this Agreement. The City may also make and retain copies of the Project

Documents for information and reference in connection with use by the City or others. The Project Documents are not intended or represented to be suitable for reuse by the City, or others, for any purpose other than the Project. Any reuse or modification of the Documents without written verification of adaptation by the Consultant, will be at the City's sole risk.

- c. **HOLD HARMLESS:** To the fullest extent permitted by law, the Consultant agrees to indemnify and hold the City's officers, agents, and employees harmless from and against any and all actions, suits, damages, liability or other proceedings that may result from performing services hereunder. The Consultant is not required to be responsible for or defend against claims or damages arising solely from errors, omissions, or negligent acts by the City, its officers, agents, or employees.
- d. **INDEMNIFICATION:**
  - i. If this scope of services involve construction and the Consultant does not provide consulting services during the construction including, but not limited to, onsite observation, site visits, shop drawing review and/or design clarifications, the City agrees to indemnify and hold harmless the Consultant from liability from the City's negligence in construction activities undertaken for this project, except to the extent such liability is caused by the Consultant's negligence. Neither party assumes responsibility for the negligence of others in the construction process or failure of materials used.
  - ii. With respect to Professional Liability, the Consultant agrees to indemnify and hold harmless the City of Box Elder, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of negligent acts, errors, or omissions while performing services hereunder.
- e. **SUSPENSION AND TERMINATION**
  - i. This Agreement may be terminated by either party hereto upon seven (7) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the City at any time with or without notice. If termination for such a default is effected by the City, any payments due to Consultant at the time of termination may be adjusted to cover any additional costs to the City because of Consultant's default. Upon termination the City may take over the work and may award another party an agreement to complete the work under this Agreement. If after the City terminates for a default by Consultant it is determined that Consultant was not at fault, then the Consultant shall be paid for eligible services rendered and expenses incurred up to the date of termination.
  - ii. Payment to the Consultant under this clause will follow the requirements of Section 3 of the Agreement.

- iii. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the City Council for this purpose. If for any reason the City Council fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the City. Termination for any of these reasons is not a default by the City nor does it give rise to a claim against the City.
- f. **DISPUTE RESOLUTION:** The Parties agree to submit all disputes between them to formal non-binding mediation prior to exercising their rights under the Agreement or under law.
- g. **SERVERABILITY:** In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- h. **ASSIGNMENT:** This Agreement may not be assigned without the express prior written consent of the City. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.
- i. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be exclusive venue and jurisdiction of the Circuit Court, Seventh Judicial Circuit, Pennington County, South Dakota.
- j. **DEBARMENT:** The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. The Consultant further agrees that it will immediately notify the City if during the term of this Agreement if the Consultant or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- k. **PROHIBITED ENTITY CERTIFICATION:** The Consultant must complete the Prohibited Entity Certification which will be attached to the Agreement as Exhibit B.
- l. **NOTIFICATION OF REQUIREMENTS:** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the point of contact identified in this agreement on behalf of the Consultant, and by City Administrator, on behalf of the City, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, if notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such part.

- m. **CONFIDENTIALITY:** Certain elements of the work product developed under the project will be considered “controlled unclassified information” as defined by the United States Department of Defense. The final decision on confidentiality of the work product will be made by the City of Box Elder and/or the US Air Force.

**TERMS AND CONDITIONS:** This Agreement for Professional Services, Exhibit A, and Attachments (collectively referred to as the “Agreement”) supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between the City of Box Elder and the Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, The Agreement shall take precedence over all other Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**CONSULTANT:**

**CITY OF BOX ELDER**

\_\_\_\_\_

\_\_\_\_\_

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

By: Larry Larson

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

Title: Mayor

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

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

EXHIBIT B: PROHIBITED ENTITY CERTIFICATION

CERTIFICATION OF PROHIBITED ENTITY STATUS  
SDCL 5-18A-51

Request for Proposal

Solicitation for Bid

Other Procurement

SDCL 5-18A-1(19A) defines “Prohibited Entity” as follows:

“[A]n organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled by:

- (a) A foreign parent entity from the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela; or
- (b) The government of the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

A prohibited entity does not include a citizen or legal permanent resident of the United States, or an individual foreign national.”

The undersigned hereby certifies the following:

1. I am an authorized representative and agent of \_\_\_\_\_ (“Bidder”);

2. Initial one:

\_\_\_ Bidder is not a Prohibited Entity as defined by SDCL 5-18A-1(19A); or

\_\_\_ Bidder is a Prohibited Entity pursuant to SDCL 5-18A-1(19A) but grounds for waiver exist pursuant to SDCL 5-18A-52. If marking this option, provide the basis for the requested grounds for waiver.

3. I understand that a Bidder who becomes a Prohibited Entity, as defined above, at any time after making this certification that it is not a Prohibited Entity, Bidder must provide written notice to the City, who may terminate the contract.



4. I understand that the City of Box Elder has the right to terminate a contract with any contractor who submits a false certification, and that any bidder who submits a false certification may be subject to suspension or debarment under SDCL 5-18D-12.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Contractor Business Name)

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

Printed name:

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