Request for Proposals (RFP)
Fredonia Brownfield Site Redevelopment Plan
Wisconsin DNR – Remediation and Redevelopment Program
2026-2027

I. Introduction

1. Project Background

The Remediation and Redevelopment Program (RR) at the Wisconsin Department of Natural Resources (DNR) is seeking proposals from qualified firms interested in providing consulting services to assist the Village of Fredonia ("the Village") with a redevelopment plan for the approximately 10-acre former Neuens Lumber facility located at 440 Fredonia Avenue, Fredonia, Wisconsin ("the Property").

The Property served as the site of the Gilson Brothers foundry and equipment manufacturing plant from 1912 to 1984. Consequently, the property includes several buildings and a landfill area containing foundry sand and industrial waste. The Village is currently collaborating with the property owners and intends to utilize this funding to envision and catalyze the site's redevelopment and transform it to a more productive use.

2. Funding and Grant Objectives

The DNR has secured a Federal Fiscal Year 2026 Technical Assistance Grant from the U.S. Environmental Protection Agency (U.S. EPA) to assist the Village with redevelopment planning at the Property. The objective of the grant is to complete a redevelopment plan that will help capture community input and catalyze redevelopment.

Local resident and stakeholder participation is a top priority for this project. Interested citizens, Village staff, and other stakeholders will be actively involved in the study and in the identification of a preferred redevelopment options for the Property. The redevelopment plan should include state, federal, and other financial aid opportunities the Village can pursue for help with cleanup and redevelopment.

II. Scope

The opportunity for meaningful engagement and input from community members on the future of the Property is an important piece of a larger development effort in the Village.

The selected consultant will be required to provide a site redevelopment plan for the Property that incorporates previously completed work, new analyses, and community engagement results to assist the redevelopment efforts of the Village. Specific tasks of this project include:

Task 1: Project Coordination

Project coordination will consist of working with the assigned DNR project coordinator, Michael Prager, and the Village Administrator, Christophe Jenkins. This will include regular meetings to update and review work proposed, in process and completed. A schedule of meetings and deliverables will be discussed and determined by the selected consultant, the Village and the DNR. The selected consultant and those identified above will be known as the Project Coordination Team.

Task 2: Community Engagement

This task should include community visioning activities designed to gather community input on possible reuses for the Property and include at least two public meetings, ideally with virtual and in person options. DNR staff will assist with planning and coordinating public meetings. Key stakeholders and potentially interested parties should be invited to participate. Additional activities under this task **may** include:

- advertisement for meetings
- development of outreach materials
- a community needs assessment or survey
- presentations and/or meetings with elected officials
- a design charrette
- social media presence and information-sharing posts
- ads in local newspapers and direct mailings

Task 3: Site Redevelopment Plan

This task should include the development of at least two alternate site concepts for presentation to the public. After considering public input and integrating it into the redevelopment plan, the Project Coordination Team will meet to finalize findings and recommendations for presentation to Village officials. The final redevelopment plan should include:

- Graphic (plan and elevation) representation and a narrative of redevelopment concepts;
- Graphic representation and a narrative of needed infrastructure (including stormwater and floodplain) upgrades to support selected redevelopment concepts; and
- Narrative of implementation strategies including financial costs, feasibility, and available financial assistance tools and opportunities.

Final Deliverables

The final deliverables, which will be included in the DNR's report to the U.S. EPA as part of the DNR's grant closure documentation, should consist of:

- Monthly summaries of activities completed by the selected consultant and delivered to the Project Coordination Team by the 15th day of the following month for each month the project.
- Copy of all materials produced related to the project (e.g., community engagement materials, redevelopment plan, presentations).

III. Schedule

Key approximate dates of the process are listed below.

Anticipated Procurement (dates may be subject to change at the discretion of the DNR.)

October 6, 2026	RFP available date
October 20, 2026	Deadline for submitting written questions
October 27, 2026	Anticipated date for DNR to provide answers to written questions
November 9, 2026 at 4:00 PM	Proposals due date
Week of November 23rd, 2026	Review of proposals
By December 14, 2026	Contract begins

By August 30, 2027	Deliverables due

Grant Schedule

October 1, 2026	Grant period begins
April 1, 2027	Mid-Year Report due
September 30, 2027	Grant period ends

IV. Proposal Submittal Format

To simplify the DNR's review process and to obtain the maximum degree of comparability, proposals should be submitted in the following sequence/format. Failure to comply with these requirements may be cause for the proposal to be considered nonresponsive and not receive further consideration. Please submit via email with all documents saved one PDF.

1. **Letter of Transmittal (maximum of 2 pages):** This letter should be signed by the proposed Project Manager and one Principal, and should state concisely, in less than two pages, the proposer's understanding of the work to be performed, and the unique abilities of the firm to perform the work most effectively for the DNR.

2. **Title Page (1 page):** The title page should state that it pertains to:

   Request for Proposal (RFP)
   Fredonia Brownfield Site Reuse Concept Planning
   Wisconsin DNR – Remediation and Redevelopment Program
   2026-2027

   The title page must include the name of the proposing firm, address, telephone number, name and email address of the proposed Project Manager, and the submittal date.

3. **Table of Contents:** The table of contents should identify the submittal by section, and the beginning page number of each section.

4. **Firm Profile (maximum of 2 pages):** In this section, describe, in less than two pages, the firm and the range of services that the firm provides directly related to this RFP. Emphasis should be on experience with brownfields redevelopment site planning, community engagement, and work with small communities. In addition, include any specific experience working with U.S. EPA s. 104(k) brownfields grants. This section should directly reflect the required qualifications listed in section VI of this RFP.

5. **Qualifications (maximum of 3 pages):** In less than three pages, describe the pertinent qualifications of the proposed project manager and the proposed project team. Two-page maximum resumes for key members of the project team, including the project manager, should be included in addition to the three pages of qualification information. Describe the experience and success of key personnel working on similar projects.

6. **References:** Include at least three client references for the firm (including individual name, telephone numbers, and email addresses) from similar projects that have been completed in the last five years.

7. **Project Understanding and Scope:** This section should provide a detailed description in both narrative and graphic form as necessary that demonstrates the firm's understanding related to the objectives of the project and outlines how the firm would propose to accomplish the tasks outlined in this RFP given the funding and time constraints.

8. **Cost Detail and Fees: The maximum available budget for this project is $20,000.**
   Please provide basic fee information in a line-item format that includes:
   a. Hourly rates, by any personnel that may be working on the project including administrative staff (include name and title).
   b. Indirect or overhead fees.
   c. Travel, per diem rates; and
   d. Supply rates including printing and field supplies, and costs of advertising for public meetings.

   To fairly compare proposals, in addition to basic fee information, all firms should also submit cost proposals in task format as shown below:

Task	**Estimated Cost**
Task 1. Project Coordination	
Task 2. Community Engagement	
Task 3. Site Redevelopment Plan	
Total	

   Quotation of fees and compensation shall remain firm for a period of at least two months (2) from the submission of the proposal. The DNR reserves the right to negotiate fees with the selected firm prior to execution of a contract. If the DNR and selected firm cannot agree, the DNR may choose to select another firm. **Firms are encouraged to propose innovative techniques and concepts for accomplishing the goals of this RFP to maximize use of the limited budget.**

9. **Project Timeline:** The consultant shall provide a schedule for the work tasks and deliverables set forth in this RFP. The project must be completed and billed no later than August 30, 2027. Please include a statement of the firm's ability to begin the project in December 2026 and the capacity of the firm with respect to other projects that are under contract that may affect the timely completion of the work outlines in this RFP. The anticipated project timeline is below:

   Anticipated Project Schedule

December 14, 2026	Contract period begins
By end of February 2027	Convene initial public meeting
By end of February 2027	Begin development of redevelopment plan
By end of May 2027	Host public open house to gather feedback on site concepts
By end of July 2027	Present final redevelopment plan to local officials
By August 30, 2027	Provide copies of all final deliverables to Project Coordination Team and billing to DNR

10. **Federal Requirements:** State the firm's status as a Disadvantaged Business Enterprise (DBE) or

non-DBE. If claiming DBE status, include a valid certification with the RFP response.

V. Proposal Submittal Requirements

Electronic submittals are required. Firms must submit their proposals in accordance with the following requirements:

1. The proposal document must be signed by an officer of the firm who is authorized to legally bind the firm.

2. Firms may submit their proposals any time prior to the closing date and time. **Proposals must be received no later than 4:00 P.M. (CST) on November 9, 2026, by Krystal Pence at krystal.pence@wisconsin.gov.**

3. Proposals may not be more than 10MB in size.

VI. Contractor Qualifications and Award Criteria

The contractor selected for this project must have proven experience in brownfields redevelopment planning. Proposals will be screened to ensure that they have met the minimum requirements of the proposal format as outlined in section V. A selection committee of DNR personnel will review remaining qualifying proposals. The following criteria are among those that will be used to evaluate qualifying proposals:

1. The firm and proposed project team's level of professional competence and proven track record of:
    - brownfields reuse planning;
    - conducting community engagement activities; and
    - developing redevelopment strategies and recommendations.

2. The quality of the proposal based upon the:
    - demonstrated understanding of the project's overall objectives;
    - proposed activities and schedule to complete the goals of the project;
    - demonstrated expertise in completing similar projects; and
    - level of interest.

3. Proposed fee schedule in relationship to the services offered.

As part of the DNR's evaluation above, the DNR will consider the criteria set forth in Wis. Admin. Code §§ NR 734.15(5) and NR 734.17, including: (1) the adequacy of the proposal submitted under Wis. Admin. Code § NR 734.15(5); (2) past performance on similar projects; (3) experience and expertise necessary for this specific project; (4) availability of qualified environmental staff, as required by Wis. Admin. Code ch. NR 712; (5) the consultant's geographic proximity to the site; and (6) status as an Minority Business Enterprise (MBE) or Disabled Veteran Owned Business (DVB).

After evaluation of proposal, the DNR may choose to invite two to three top-ranked firms to a virtual or in person interview. The purpose of the interview is to gather additional information to evaluate firms on their abilities to provide the services requested by this RFP, and to discuss

the firm's proposed approach to interacting with the DNR and the Village while providing those services. Firms must be available, in person or virtually, for these follow-up interviews at the DNR's or Village's facilities on specific dates and times. If interviews are held, both the original submitted proposal and the results of the interviews may be used to evaluate firms.

Unless the DNR exercises its right to make no selection as provided in Wis. Stat. § 23.41(5) the DNR will select the Consultant whose proposal scores the highest total points, as determined by the DNR for the Consultant under this section.

VII. Contract Requirements

The selected consultant will be provided with a copy of the DNR's standard Professional Services Contract as shown in Attachment I, and the EPA Grant Terms and Conditions as shown in Attachment II. If the firm cannot agree with the DNR's contract provisions or the EPA Terms and Conditions, the DNR may choose to select another consultant. The DNR will not negotiate contract language.

1. **Contract Award and Effective Date:** The effective date of the contract shall be the period indicated in the period of agreement section of each executed contract. Contractual commitments are contingent upon the availability of funds, and the requirements of the site. All contracts are subject to the approval of the DNR's legal counsel, and the DNR Secretary's office prior to execution. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed or amended except by mutual agreement, in writing.

2. **Eligible Program Costs:** The firms that submit their qualifications to the DNR under this RFP do so recognizing the following specific contract requirements:

   A. **Administrative Costs:** Eligible programmatic costs include costs for contractual support if those costs are ***reasonable and allocable*** to tasks specified in an approved scope of work for carrying out the activities. The contractor's indirect costs that are otherwise reasonable (i.e., 10% or less based on the DNR's preference) and normally charged to cost reimbursement contracts allowable under this funding source.

   B. **Copyrighted Material:** No documents or information that is developed and paid for under this contract for the DNR may be copyrighted by any environmental consultant. The copyrighted materials conditions in Attachment I and II also apply.

VIII. Other

1. **Rejection:** The DNR reserves the right to reject any and all proposals, to waive any informality in the proposals that are received, to accept or reject any or all items in the proposal, and to award a contract to a firm in whole or in part. Moreover, the DNR reserves the right to make no selection if the proposals are deemed to be outside the fiscal constraint or not in the best interests of the DNR.

2. **RFP Questions:** The deadline for submitting written questions regarding this RFP is no later than October 20, 2026. Questions are to be submitted to Krystal Pence via e-mail at Krystal.Pence@wisconsin.gov. Questions submitted by telephone will not be accepted. Answers to the written questions submitted will be posted by October 27, 2026. **Questions**

submitted after the October 20, 2026, deadline will not be considered (no exceptions). It is the responsibility of the respondent, to ensure that all information requested has been included in the proposal. Respondents are specifically directed not to contact any DNR staff for questions, meetings, conferences or technical discussions that are related to this RFP, except as outlined above. Unauthorized contact with any DNR personnel will be cause for rejection of the proposal.

3. **Incurred Costs:** Those vendors submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the DNR to reimburse any individual or firm for any costs incurred in preparing or submitting responses, for providing additional information when requested by the DNR, or for attending and/or participating in any follow-up interviews and negotiation sessions.

4. **Confidential Matters: Vendor Data:** If any information submitted in the proposal is considered confidential or proprietary, the respondent must identify this information by completing and including the Designation of Confidential and Proprietary Information with their proposal, in accordance with statutory requirements.

5. **Assignment:** The respondent may not reassign any portion of the work that is accepted as a result of this RFP, without prior written consent from the DNR.

Attachments:

I. Unexecuted Agreement for Consultant Services

II. Designation of Confidential and Proprietary Information Form DOA-3027

III. Applicable U.S. EPA Grant Terms and Conditions

Reference Number _____

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Madison, Wisconsin

THIS CONTRACT is made and entered into by and between the State of Wisconsin, hereinafter called the "State," by its Department of Natural Resources, hereinafter called the "Department," executing this Agreement, and **[Consultant Name]**, hereinafter called the "Consultant," for the work included in the Consultant's Proposal, as accepted by the Department, based on the Department's Scope of Work. Costs for the work shall be reimbursed in accordance with the attached proposal up to a maximum agreed amount NOT TO EXCEED **$[Numerical Amount]** (*[Amount Written]*). For administrative purposes, a contingency fund of **$[Numerical Amount]** is approved for use on this Project, in accordance with the terms and conditions below.

WITNESSETH

WHEREAS, the Department proposes development of a project, hereinafter referred to as the "Project," which is described as follows: [Add Project description here]

WHEREAS, the Department has reviewed the Project documents submitted by the Consultant, including the Consultant's Proposal entitled "**[Proposal Title]**" dated [Date] [and any other relevant documents listed here] and the Department has issued a Scope of Work (SOW) for the Project entitled **"[DNR SOW/RFP Title]"** which are attached to and made part of this Contract;

WHEREAS, the Department has decided to engage the services of a Consultant to furnish environmental consulting services in connection with the Project.

WHEREAS, this Contract is funded in part or wholly by a grant from the U.S. Environmental Protection Agency (U.S. EPA) [or other agency funding work] and U.S. EPA requires compliance with terms and conditions as specified in this Contract, including the attachments. Neither the United States nor the U.S. EPA are a party to this Contract.

WHEREAS, the Department has authority as provided in Section (s.) 23.41 of the Wisconsin Statutes (Wis. Stats.) and ch. NR 734, Wisconsin Administrative (Wis. Admin.) Code to enter into this Contract for environmental consulting services.

WHEREAS, the Consultant has signified its willingness to furnish environmental consulting services for the Department.

NOW THEREFORE, in consideration of the above recitals and the parties' mutual and dependent agreements, the parties hereto agree to comply with this Contract, including the terms and conditions specified below and the attachments to this Contract.

IN WITNESS WHEREOF, the Department and the Consultant have executed this CONTRACT.

For the convenience of the parties, this Contract may be executed via an electronic signature and any number of counterparts of this Contract may be executed by the parties hereto. All such counterparts taken together shall constitute one and the same Contract.

[Consultant Name]

By_____

Name_____

Title_____

Date_____

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By_____
Steven Little, Deputy Secretary
Department of Natural Resources

Date _____

Approved:

By _____
Tony Evers, Governor
State of Wisconsin

Date _____

GENERAL TERMS AND CONDITIONS

1. Scope of Services to be Provided.
2. Applicable Law.
3. Funding Requirements.
4. Entire Contract.
5. Period of Contract.
6. Project Management.
7. Payments.
8. Request for Payment; Progress Reports.
9. Payment Terms and Invoicing.
10. Liquidated Damages for Late Documents and Deliverables.
11. Termination.
12. Affirmative Action.
13. Antitrust Assignment.
14. Approvals or Inspections.
15. Assignment.
16. Change Orders.
17. Contract Amendments
18. Deduction for Uncorrected Work.
19. Disclosure.
20. Dispute Resolution.
21. Force Majeure.
22. Guaranteed Delivery.
23. Indemnification; Liability.
24. Independent Contractor.
25. Insurance.
26. Inventions, Patents, Trademarks and
27. No Waiver of Conditions.
28. Nondiscrimination.
29. Ownership of Documents.
30. Ownership of Wastes.
31. Recordkeeping and Record Retention.
32. Rejection of Defective Materials.
33. Release of Information.
34. Safety.
35. Site Access
36. Data
37. Standard of Performance.
38. Survival.
39. Successors and Assigns.
40. Tax Delinquency.
41. Taxes.
42. Testimony.
43. Titles.
44. Warranty

* * * * * *

THE CONSULTANT shall provide environmental consulting services for the Project in accordance with the terms and conditions of this Contract.

1. SCOPE OF SERVICES TO BE PROVIDED. Subject to the terms and conditions set forth in this Contract, the Department engages the Consultant to furnish the environmental consultant services specifically described in the Consultant's proposal entitled: "**[Proposal Title]**" dated [Date] (Proposal) and in the Department's Scope of Work entitled **"[DNR SOW/RFP Title]"** dated [Date] (Scope of Work) and for such other tasks as may be mutually agreed upon in writing between the Consultant and the Department. The Consultant's Proposal and the Department's Scope of Work are incorporated into and made part of this Contract by reference.

2. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Wisconsin. The Consultant shall at all times comply with all federal, state and local laws, regulations and ordinances in effect during the period of this Contract and which in any manner may affect the Consultant's work or its conduct.

3. FUNDING REQUIREMENTS. [If the Project is funded in whole or in part by U.S. EPA] This Contract is funded wholly or in part by a grant from the U.S. EPA. The Consultant agrees to comply with all applicable federal statutes, regulations, and executive orders in effect during this period of this Contract. The Consultant also agrees to comply with all applicable U.S. EPA terms and conditions. It is the responsibility of the Consultant to determine which of the U.S. EPA terms and conditions apply to the Consultant and to any contracts or agreements entered into by the Consultant with a third party, and to apply them accordingly. The Consultant shall require any third party with whom it enters into a contract or agreement pertaining to this Project to comply with all applicable U.S. EPA terms and conditions. In assessing the applicability of U.S. EPA Terms and Conditions, the Department should be considered the "recipient." U.S. EPA terms and conditions and federal requirements may include but are not limited to the following:

A. The EPA General Terms and Conditions, which can be found on the EPA website: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2025-or-later

B. U.S. EPA terms and conditions in U.S. EPA Grant Agreement No. [XXX], which are attached to and made part of this Contract.

C. The terms and conditions in the attached "Federal Compliance Supplement for Contracts", which are attached to and made part of this Contract, and which must be signed and returned to the Department with the signed Contract, and

D. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards, Title 2 CFR Part 200, and 2 CFR Part 1500, as applicable.

THE CLAUSE BELOW IS ALTERNATE LANGUAGE TO USE IN LIEU OF SECTION 3 ABOVE FOR PROJECTS THAT ARE FEDERALLY FUNDED IN WHOLE OR PART BY A FEDERAL ENTITY OTHER THAN U.S. EPA:

[Federal Funding, not U.S EPA Grant] This Contract is funded wholly or in part by a grant from the **[U.S. agency name].** The Consultant agrees to comply with all applicable federal statutes, regulations, and executive orders, and all [agency name] applicable terms and conditions. It is the responsibility of the Consultant to determine which of the [agency name] terms and conditions apply to the Consultant and to any contracts or agreements entered into by the Consultant with a third party, and to apply them accordingly. The Consultant shall require any third party with whom it enters into a contract or agreement pertaining to this Project to comply with all applicable U.S. EPA terms and conditions. Federal terms, conditions and requirements may include but are not limited to the following:

A. The terms and conditions in the attached "Federal Compliance Supplement for Contracts," which are attached and made part of this Contract and which must be signed and returned to the Department with the signed Contract, and

B. The terms and conditions in **[U.S. Agency Name Grant Agreement]**

C. [*If the federal agency providing funding has general terms and conditions that must be followed by contractors, include a reference to them here*] (e.g., the March 2025 NRCS General Terms and Conditions, which can be found on the USDA website here:)

D. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards, Title 2 CFR Part 200, as applicable.

IF OTHER TERMS AND CONDITIONS APPLY, HERE IS AN EXAMPLE ALTERNATE CLAUSE THAT MAY BE USED WITH MODIFICATIONS AS NEEDED:

This Contract is funded wholly or in part by, or is otherwise subject to, [XXX]. The Consultant agrees to comply with all applicable terms and conditions. It is the responsibility of the Consultant to determine which terms and conditions apply to the Consultant and to any contracts or agreements entered into by the Consultant with a third party, and to apply them accordingly. The Consultant shall require any third party with whom it enters into a contract or agreement pertaining to this Project to comply with all applicable terms and conditions. The terms and conditions that the Consultant may be required to comply with include but are not limited to the following:

4. ENTIRE CONTRACT. This Contract, together with the referenced parts and attachments, including *[insert list of attachments, including the Consultant's Proposal, Department's SOW, U.S. EPA Terms and Conditions for the Grant, Federal Compliance Supplement for Contracts]* shall constitute the entire contract and previous communications or agreements pertaining to the subject matter of this Contract are hereby superseded.

5. PERIOD OF CONTRACT. The Effective Date for this Contract shall be the later of the following: (1) the date upon which the Contract is executed by the parties and approved by the Governor of the State, if Governor approval is required; and (2) the commencement of the performance period. The performance period is the time period during which the Consultant is authorized to conduct work pertaining to this Project. The performance period for this Contract is [Begin and End Date]. Except as otherwise directed by the Department, the Consultant shall follow the Consultant's schedule for conducting work. During the performance period, all performance as described in this Contract shall be fully completed to the satisfaction of the Department.

6. PROJECT MANAGEMENT. The Department's project manager for this project is **[Name]**, located in the Department's **[Region]** Office in **[City], Wisconsin**. The Consultant has identified **[Name]** as its project manager. If either the Consultant or the Department changes its project manager for this Project, notification of this change shall be sent to the other party within 10 days of such a change with the name and contact information of the new project manager included.

7. PAYMENTS. A. The Consultant shall be paid by the Department for the completed work or services rendered under this Contract as set forth in the Department's SOW, including any payment schedule,

B. Such payment shall be full compensation for work performed or services rendered for the Project and for all labor, material, supplies, equipment and incidentals necessary to complete the Project.

C. For administrative purposes a contingency fund is approved for use on this Project. The contingency fund may be used only with the prior approval, and at the sole discretion, of the Department.

8. REQUEST FOR PAYMENT; PROGRESS REPORTS. The Consultant shall submit invoices to the Department on a [monthly, quarterly, etc.] basis during the progress of the work for partial payment on account, for the work completed and accepted to date. Pay requests must

be submitted on a form and in a format as prescribed by the Department. Each category from the cost proposal shall detail, by task, the hours and costs of each staff level. All invoices detailing the Consultant's work and subcontracted work shall be attached. Unless the Department directs otherwise, copies of all staff time sheets or summary time data that support the pay request and all requests for equipment, materials, and other expenses shall be attached to the invoice. The pay request along with a progress report shall be sent directly to the Department's project manager.

9. PAYMENT TERMS AND INVOICING. The Department payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following: (a) the date on a properly completed invoice for the amount specified in the order or agreement, or (b) within thirty days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or agreement or within thirty days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or agreement, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within ten business days after it receives the invoice of the reason it is improperly completed.

10. LIQUIDATED DAMAGES FOR LATE DOCUMENTS AND DELIVERABLES. A. The parties acknowledge that timely submission of all documents and deliverables (i.e., those items included in the schedule as approved by the Department) required under this Contract is material and that delay will cause administrative, operational, regulatory, or project management damages that are difficult to accurately quantify. Accordingly, the parties agree that the Consultant shall be liable for the payment of liquidated damages, and not a penalty, to the Department of the sums set forth below for each week that the Consultant fails to submit a report or document required under this Contract's time schedule, unless the Department determines that such delay is attributable to a force majeure as defined above, or a different schedule is agreed to by the parties, in writing, before the date the document is due. Liquidated damages, if applicable, shall be due and payable by the Consultant within 15 calendar days of receipt of notification from the Department assessing the damages. Unless otherwise agreed to by the parties, these liquidated damages shall accrue in the amount of $500 for the first week and $1,000 for each week thereafter, for each document or deliverable that is overdue. The parties agree that these amounts are a reasonable estimate of the anticipated damages resulting from delayed documents and deliverables. The Department may subtract liquidated damages which accrue under this SECTION from payments that are owed to the Consultant under this Contract.

B. Assessment of liquidated damages under this SECTION does not preclude the Department from pursuing any other remedies or damages because of the Consultant's failure to comply with any of the terms of this Contract, including a suit to enforce the terms of this Contract.

C. With respect to any individual failure to submit a report or document required under this Contract's time schedule, the Department may at its sole discretion, in whole or in part, waive its right to liquidated damages otherwise due under this SECTION.

11. TERMINATION. The Department reserves the right to terminate this Contract in whole or in part, without prior notice and without any penalty or liability whatsoever to the Department for reasons including but not limited to failure of the Consultant to make sufficient progress, failure of the Consultant to comply with any of the terms of this Contract, lack of appropriation of funds, termination or suspension of the federal grant award to the Department, or non-receipt of state or

federal funds. The Department also reserves the right to terminate this Contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

Upon termination, the Consultant shall: (1) promptly discontinue all services affected (unless the notice directs otherwise), (2) terminate all subcontracts to the extent that they relate to the performance of work terminated by the Department, and (3) deliver or otherwise make available to the Department data, reports, other records, equipment, and any other information and materials as may have been accumulated by the Consultant in performing this Contract, whether completed or in process. If the Department determines the performance has not been completed satisfactorily and in conformance with this Contract, the Department may bill and seek damages from the Consultant, in equity or in law, for the amount of the damages.

The Consultant may terminate this contract, in whole or in part, if circumstances beyond its control preclude continuation of this Contract. The Consultant shall provide the Department not less than forty-five (45) days written notice of intent to terminate, and, in the case of partial termination, the portion to be terminated. However, if the Department determines that the remaining portion of the Project will not accomplish the purposes for which the Contract was made, the Department may terminate the Contract in its entirety. During this notification period, the Consultant will continue Contract activities in accordance with the Contract requirements, unless the parties mutually agree to a different timeline.

If this Contract is terminated by either party, the Department agrees to pay the Consultant for eligible goods or services satisfactorily delivered and accepted prior to termination and necessary closeout costs incurred after termination, provided that funds appropriated, allocated, or otherwise made available for this Contract remain available for such payment or other funds are lawfully available. In addition, any amounts otherwise payable to the Consultant at the time of termination may be adjusted to reflect any damages the Department incurs due to Consultant default.

The rights and remedies of the Department provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

12. AFFIRMATIVE ACTION. For contracts over $50,000, within fifteen (15) working days after this contract is executed, the Consultant shall comply with the State of Wisconsin Affirmative Action Plan Requirements, available at: https://doa.wi.gov/Documents/DEO/WIAffirmativeActionRequirements.pdf, and submit the required forms and/or plan to the Department, unless the appropriate forms or plan are already on file with the state. Failure to comply with the conditions of this clause may result in the Contractor being declared an "ineligible" contractor, termination of the contract, or withholding of payment.

13. ANTITRUST ASSIGNMENT. The Consultant and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Consultant hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this Contract.

14. APPROVALS OR INSPECTIONS. None of the approvals or inspections performed by the Department shall be construed or implied to relieve the Consultant from any duty or responsibility it has for its professional performance, unless the Department formally assumes such responsibility

through a letter from the Department expressly stating that the responsibility has been assumed by the Department.

15. ASSIGNMENT. Neither this Contract nor any right or duty in whole or in part by the Consultant under this Contract may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this Contract or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this Contract and be bound by the terms and conditions of this Contract. Assignment in whole or in part of this Contract does not absolve the Consultant of any liability or obligation expressed and agreed to hereunder.

16. CHANGE ORDERS. A. A change order is a written order to the Consultant signed by the Department, issued after the execution of this Contract, authorizing a change in the Department's SOW, including a cost or scheduling adjustment, that does not change the total Contract amount or the end date of the Contract performance period. Change orders may be initiated by either party at any time.

B. Changes in work shall be within the general scope of the Contract, consisting of additions, deletions or other revisions to the Department's SOW; the costs or schedule being adjusted accordingly. Complete documentation of revisions to the Department's SOW, including cost or schedule changes, shall be provided to the Department by the Consultant.

C. No adjustments to the Department's SOW, including to costs or schedule, may be made that have not been approved in writing by the Department.

17. CONTRACT AMENDMENTS. Any change to the total Contract amount, including the contingency amount, or to the Contract performance period may be made only by written amendment to this Contract, signed by both parties prior to the end of the performance period for this Contract. Any change to the Contract that cannot be made through a change order requires a Contract amendment.

18. DEDUCTION FOR UNCORRECTED WORK. If the Department deems it expedient to accept defective work or work not performed in accordance with the Contract, the difference in value, together with a fair allowance for the damages, may be deducted from the payments that are owed to the Consultant under this Contract.

19. DISCLOSURE. If a state public official (as defined under s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a 10% interest, is a party to this Contract, and if this Contract involves payment of more than $3,000 within a 12 month period, this Contract is voidable by the State unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the Contract. Disclosures shall be made to the State of Wisconsin Ethics Commission. State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements under s. 16.417, Wis. Stats.

20. DISPUTE RESOLUTION. In the event that a dispute arises between the Department's project manager and the Consultant's project manager, either party may request a conference

between the Department's relevant Bureau Director (or designee) and the Consultant's project manager's supervisor (or designee) to resolve the dispute.

21. FORCE MAJEURE. A. The Consultant shall cause all of its work to be performed within the time limits set forth in this Contract unless performance is delayed by events that constitute a force majeure. For purposes of this Contract, a "force majeure" is an event which is not foreseeable, is beyond the control of the Consultant and delays performance of any obligations required by this Contract, which may include, but is not limited to, unforeseeable delays caused by the Department and unforeseeable delays in obtaining property access or obtaining any necessary permit or license after a complete application is made.

B. The Consultant shall notify the Department in writing no later than 5 calendar days after the discovery of any event which the Consultant contends is a force majeure. Such notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken and to be taken by the Consultant to minimize the delay, and the timetable by which these measures will be implemented. The Consultant shall have the burden of demonstrating that the event is a force majeure. The Department shall promptly notify the Consultant in writing whether and why the event does or does not constitute a force majeure after receiving notification from the Consultant. If the Consultant does not agree with the findings of the Department project management staff, then a conference with the Department's relevant Bureau Director (or designee) will be arranged with the Consultant to resolve the force majeure issue. The Consultant has the burden of demonstrating by a preponderance of the evidence that the delay has been caused by a force majeure, that the duration of the delay was or is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay.**C.** If the Department agrees that a delay is attributable to a force majeure, the time period for a performance under this Contract shall be extended for a reasonable time period attributable to the event constituting a force majeure as determined by the Department

D. The Department shall not be in default of this Contract by reason of any failure in performance of this Contract that is outside the reasonable control of the Department and without fault or negligence on the Department's part. Such causes may include, but are not limited to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the Department.

22. GUARANTEED DELIVERY. Failure of the Consultant to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Consultant liable for all costs in excess of the Contract amount when alternate procurement is necessary. Excess costs shall include the Department's administrative costs.

23. INDEMNIFICATION; LIABILITY. A. The Consultant agrees to indemnify and save harmless the State, the Department and all of their officers, employees and agents, from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person or property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work in connection with this Contract or arising out of any willful misconduct, negligent act, error or omission of the Consultant's

employees, agents, representatives, or subcontractors. Enforcement of this term may be limited by s. 443.20, Wis. Stats.

24. INDEPENDENT CONTRACTOR. The parties agree that the Consultant, its officers, agents, and employees, in the performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. The Consultant agrees to take such steps as may be necessary to ensure that each subcontractor of the Consultant will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State or the Department.

25. INSURANCE. The Consultant performing services for the State of Wisconsin shall:

A. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

B. Maintain commercial liability and property damage insurance against any claim(s) which might occur in carrying out this Contract. Minimum coverage shall be $1,000,000 liability for bodily injury and property damage including products liability and completed operations.

C. Provide motor vehicle insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Contract. Minimum coverage shall be $1,000,000 per occurrence combined single limit for automobile liability and property damage.

D. Provide an insurance certificate indicating this coverage, counter-signed by an insurer licensed to do business in Wisconsin, covering the period of the Contract. The insurance certificate is required to be presented prior to commencement of the Contract.

E. The State reserves the right to require higher or lower limits where warranted.

26. INVENTIONS, PATENTS, TRADE-MARKS AND COPYRIGHTS. A. The Consultant guarantees that the use of equipment incorporated into the Project will not infringe any United States patent, and likewise that the use of any method in conjunction with the Project will not infringe any United States patent. The Consultant agrees that it will at its own expense defend every lawsuit which shall be brought against the State of Wisconsin or the Department for any alleged infringement of any patent and agrees that it will pay all costs, damages, and profits recoverable in any such suit. The Department agrees to promptly notify the Consultant of any such lawsuit and deliver all papers relating to such lawsuit to the Consultant.

B. The Consultant hereby assigns to the Department the entire right, title and interest for the entire world in and to all work performed, writings, formulas, designs, models, drawings, photographs, design inventions and other inventions made, conceived or reduced to practice or authored by the Consultant or the Consultant's employees, either solely or jointly with others, while performing this Contract or with use of information, materials or facilities of the Department received or used by the Consultant during the period in which the Consultant is retained by the Department or its successors under this Contract and any amendments to this Contract.

C. The Consultant shall promptly disclose to the Department all works, writings, formulas, designs, models, drawings, photographs, design inventions and other inventions made, conceived or reduced to practice or authored by the Consultant or the Consultant's employees in the course of the performance of this Contract.

D. The Consultant shall sign, execute and acknowledge or cause to be signed, executed and acknowledged without cost, but at the expense of the Department, any and all documents and to perform such acts as may be necessary, useful or convenient for the purpose of securing to the

Department or its nominees, patent, trademark or copyright protection throughout the world upon all such works, writings, formulas, designs, models, drawings, photographs, design inventions and other inventions, title to which the Department may acquire in accordance with the provisions of this Section.

E. The Consultant has acquired or shall acquire from each of its employees the necessary rights to all such works, writings, formulas, designs, models, drawings, photographs, design inventions and other inventions made by such employees within the scope of their employment by the Consultant in performing services under this Contract. The Consultant shall obtain the cooperation of each such employee to secure to the Department or its nominees the rights to such works, writings, formulas, designs, models, drawings, photographs, design inventions and other inventions as the Department may acquire in accordance with the provisions of this Section.

27. NO WAIVER OF CONDITIONS. The failure of either party to insist on strict performance of this Contract does not constitute a waiver of any of the provisions of this Contract or a waiver of any default of the other party.

28. NONDISCRIMINATION. In connection with the performance of work under this Contract, the Consultant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Section 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: 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. Except with respect to sexual orientation, the Consultant further agrees to take affirmative action to ensure equal employment opportunities. The Consultant agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Consultant being declared an "ineligible" contractor, termination of the Contract, or withholding of payment.

29. OWNERSHIP OF DOCUMENTS. Upon completion of the services provided for in this Contract, or upon payment for services as provided for in this Contract, all specifications, charts, sketches, drawings, financial records, reports, plans, and other documents, whether finished or not, shall become the property of the Department.

30. OWNERSHIP OF WASTES. The Department acknowledges that the Consultant is not, by virtue of this Contract, the owner of any waste materials generated as a result of the services performed by the Consultant under this Contract.

31. RECORDKEEPING AND RECORD RETENTION. The Consultant shall establish and maintain adequate financial and accounting records for the Contract in accordance with generally accepted accounting procedures and in accordance with all applicable requirements. All records pertaining to this Contract shall be maintained for a period of 6 years after completion and/or acceptance by the Department. The Consultant shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this Contract and a copy of the cost summary submitted to the Department. The Department, other

Wisconsin state agencies, federal agencies, along with their agents and duly-authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying at any time during normal business hours. The Consultant shall provide proper facilities for such access, inspection and copying. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until 6 years after the date of resolution of such dispute, appeal, litigation, claim or exception. At the Department's request, the Consultant shall provide the Department with all information necessary to comply with all requirements of any relevant federal or state agencies regarding reporting of the uses of any federal or state funds, in a format designated by the Department.

32. REJECTION OF DEFECTIVE MATERIALS. The Department may reject materials and workmanship which are defective or it may require their correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be removed from the Project site without charge to the Department. If the Consultant does not correct such condemned work and remove rejected materials within a reasonable time, fixed by written notice, the Department may remove them and charge the expense to the Consultant.

33. RELEASE OF INFORMATION. The Consultant may not issue press releases or provide information to any third party regarding the Project without the prior written approval of the Department.

34. SAFETY. The Consultant shall initiate, maintain and provide coordination of safety precautions and programs in connection with its services and shall comply with any applicable safety plan in accordance with applicable laws. The Department may take actions in an emergency to safeguard or protect the Project site and/or to protect public health, safety or welfare, or the environment.

35. SITE ACCESS. Unless the Scope of Work provides otherwise, the Department shall obtain or provide reasonable access for the Consultant to the Project site when necessary and at any reasonable time requested. The Department reserves the right to inspect the Project site for the purpose of determining progress under the Contract and to ensure that work has been completed in compliance with the Contract. Nothing herein shall be construed as restricting the inspection or access authority of the Department under any laws, including s. 292.11(8), Wis. Stats.

36. DATA. Except as otherwise provided by law, the Department shall attempt to provide the Consultant with all relevant data and information in its possession regarding the Project site. However, in providing such data and information, the Department assumes no responsibility for its accuracy, reliability or completeness.

37. STANDARD OF PERFORMANCE. The Consultant's services shall be performed with the usual thoroughness, skill and competence of the consulting profession, in accordance with the standard for professional services prevailing at the time those services are rendered.

38. SURVIVAL. These General Terms and Conditions shall survive the completion of the services under this Contract and the termination of this Contract for any cause.

39. SUCCESSORS AND ASSIGNS. The Department and the Consultant each bind themselves, their respective partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of the other party with respect to all covenants of this Contract.

40. TAX DELINQUENCY. Consultants which have a delinquent Wisconsin tax liability may have their payments offset by the State.

41. TAXES. The State and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes. The Department is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The Department may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Consultants performing construction activities are required to pay state use tax on the cost of materials.

42. TESTIMONY. The Consultant shall make its employees available to testify at administrative hearings and in court on behalf of the Department regarding the work conducted under this Contract. Any costs associated with such testimony shall be billed to the Department on an itemized invoice. The hourly rates charged for testifying and for travel to and from the hearing or court proceeding may not exceed the rates listed on the Consultant's Classification Rate Schedule in effect at the time that the testimony is given.

43. TITLES. The headings or titles of Sections of this Contract are used for convenience and ease of reference and are not intended to limit the scope or intent of the Sections.

44. WARRANTY. With respect to any work or activities performed under this Contract, except where a longer warranty period is provided by the manufacturer or supplier of any equipment or materials, the Consultant warrants that for one year the work will be free from defects in material or workmanship and that all construction services and material furnished shall be in accordance with the Consultant's proposal as accepted by the Department and the Department's SOW. This warranty shall survive acceptance and payment and shall not be exclusive. Manufacturers' warranties received by the Consultant which are applicable to any items furnished by the Consultant shall survive acceptance and payment, and shall run to the Department, its successors and assigns, and may not be exclusive. The Consultant shall obtain any warranties which vendors, contractors and subcontractors would give in normal commercial practice. At the Department's option, the Consultant shall either promptly repair or replace defective items and work after receipt of the Department's written notice of a defect.

Attachment II

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENTERPRISE OPERATIONS
DOA-3027 (R07/2014)
S. 19.36(5), WIS. STATS

RETURN FORM TO:
STATE BUREAU OF PROCUREMENT
101 E. WILSON ST., 6TH FL
P. O. BOX 7867
MADISON, WI 53707

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal #_____ includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released.

Section	Page #	Topic

In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the state harmless for any costs or damages arising out of the state's agreeing to withhold the materials.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name	
Authorized Representative	
	Signature
Authorized Representative	
	Type or Print
Date	

This document can be made available in alternate formats to individuals with disabilities upon request.

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2025-or-later

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

•Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and reid.jeffrey@epa.gov

•All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Gruza.Sarah@epa.gov and reid.jeffrey@epa.gov

•Payment requests (if applicable): Gruza.Sarah@epa.gov and reid.jeffrey@epa.gov

•Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Gruza.Sarah@epa.gov

Programmatic Conditions

FY26 State and Tribal Response Program Cooperative Agreement Terms and Conditions

I. GENERAL FEDERAL REQUIREMENTS

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients

In implementing this agreement, the Cooperative Agreement Recipient (CAR) shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 128(a). The CAR shall also ensure that activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.

2. Federal Cross-Cutting Requirements

The CAR must comply with federal cross-cutting requirements including, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 3145); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements.

II. RESPONSE PROGRAM REQUIREMENTS

A. Four Elements

Throughout the duration of this agreement the CAR must remain a party to the Voluntary Response Program Memorandum of Agreement with EPA, dated November 21, 2006.

1. Public Record System

The CAR must establish a public record system pursuant to CERCLA Section 128(b)(1)(C). The public record must be maintained and updated at least annually and include the requirements listed below.

a. For sites where response actions were completed in the previous grant project year, include the following:

i. Date the response action was completed;

ii. Site name and name of owner at time of cleanup, if known;

iii. Location of the site (street address, latitude and longitude);

iv. Explanation of whether or not the site will be suitable for unrestricted use upon completion of

the response action. If not, the public record must identify and describe the institutional control(s) in place or relied on for the remedy (e.g., deed restriction);

v. Nature of the contamination at the site (e.g., hazardous substances, contaminants, pollutants, petroleum contamination, methamphetamine laboratory, mine scarred lands, etc.); and

vi. Size of the site in acres.

b. A list of sites planned to be addressed in the next year by the state or tribal response program including:

i. Site name and name of owner at anticipated time of cleanup, if known;

ii. Location of the site (street address, latitude and longitude);

iii. Explanation of whether or not the site will be suitable for unrestricted use upon completion of the response action. If not, the public record must identify and describe the institutional control(s) in place or relied on for the remedy (e.g., deed restriction);

iv. Nature of the contamination at the site (e.g., hazardous substances, contaminants, pollutants, petroleum contamination, methamphetamine laboratory, mine scarred lands, etc.); and

v. Size of the site in acres.

c. Once a public record is established in a manner consistent with CERCLA Section 128(b)(1)(C), CARs must maintain the public record throughout the duration of this agreement.

B. Site-Specific Activities

1. Eligible Brownfield Site

Consistent with CERCLA Section 128(a)(2)(C)(iii), EPA guidance, and to the extent authorized by the scope of work for this agreement, the CAR may conduct assessments or cleanups at sites that meet the definition of a “brownfield” site as defined in CERCLA Section 101(39) in response to a request by a person who is or may be affected by a release or threatened release of a hazardous substance, pollutant, contaminant, or petroleum at a brownfield located in the community in which the person works or resides. Assessments and cleanups must comply with all applicable laws and are subject to the following restrictions:

a. Absent approval by EPA's Project Officer, no more than $350,000 per site can be funded for assessments, and no more than $350,000 per brownfield site can be funded for cleanups. This per site limit pertains solely to the amount of CERCLA 128(a) funds expended on a given site.

b. Absent approval by EPA's Project Officer, the CAR may not use funds awarded under this agreement to assess and/or cleanup brownfields owned by the CAR or held in trust by the United States Government for the CAR.

Assessments and cleanups may not be conducted at brownfields where the CAR is a potentially responsible party (“PRP”) pursuant to CERCLA Section 107, except when the CAR acquired the property

before January 11, 2002, and has not caused or contributed to a release or threatened release of a hazardous substance at the property.

2. Response Activities

Consistent with CERCLA Section 128(a)(2)(B)(ii), and to the extent authorized by the scope of work for this agreement, the CAR may use funds awarded under this agreement to complete the necessary response activities, including assessments and cleanups, if the person conducting a response action overseen by the CAR fails to complete the necessary response activities, including operation and maintenance or long-term monitoring activities. Assessments and cleanups under this provision must comply with all applicable laws and are subject to the following restrictions:

a. Absent approval by EPA's Project Officer, the CAR may not use funds awarded under this agreement to assess and cleanup sites owned by the CAR.

b. The CAR may not use funds awarded under this agreement to assess or cleanup sites for which the CAR is a potentially responsible party (pursuant to CERCLA Section 107), with the exception of sites contaminated by a controlled substance as defined in CERCLA Section 101(39)(D)(ii)(I).

3. Documentation

For the site-specific activities under paragraphs II.B.1., II.B.2. and II.B.3, the CAR must maintain documentation supporting the CAR's conclusion that the site meets the brownfield definition in CERCLA Section 101(39). For those sites which are excluded from the brownfield definition, pursuant to CERCLA Section 101(39)(B), but are eligible for a property-specific funding determination pursuant to CERCLA Section 101(39)(C), the CAR must comply with paragraph II.B.7. (Property-Specific Funding Determinations) below. NOTE: To the extent authorized in the scope of work for this agreement, the CAR may conduct oversight of cleanups at sites other than brownfields. Records must be maintained per 2 CFR 200.334.

4. Petroleum-only Site-Specific Activities

For site-specific activities at petroleum-only brownfields sites (CERCLA Section 101(39)(D)(ii)(II)), the requirements listed below apply.

a. The CAR must determine and maintain supporting documentation that:

i. There is no viable responsible party for the site;

ii. The site will not be assessed, investigated, or cleaned up by a person that is potentially liable for cleaning up the site; and

iii. The site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

b. The supporting documentation must identify the state official who made the determination, the date the CAR obtained the determination, and a summary of each conclusion.

CARs are encouraged to reach out to their EPA regional brownfields contacts with questions on

petroleum brownfield site eligibility and where to get additional information. Additional resources can be found on EPA's Brownfields website, such as Community Visions for Abandoned Gas Stations and EPA's Office of Underground Storage Tank's ("OUST's") Petroleum Brownfields webpage.

5. Funding Limit for Site-Specific Activities

The amount expended on site-specific assessments and cleanups **may not exceed 75%** of the total amount of Section 128(a) funding awarded to the CAR during FY 2026. This 75% cap includes the total funding that the CAR received from both the FY26 Section 128(a) Annual Appropriation funds and FY26 Section 128(a) Infrastructure Investment and Jobs Act (IIJA) funds. This means for RP00E03411 and 4W00E03372 the maximum amount that can be expended on site-specific activities is $**1,266,249.75.**

Note: Oversight of assessment and cleanup activities performed by responsible parties (other than the state or tribe) does not count toward the 75% limit. The 75% cap also does not include personnel or supplies/equipment purchased in support of site-specific work.

A CAR may submit to the EPA Project Officer a written request for a waiver to exceed the 75% of annual funding for site-specific activities. The EPA Project Officer will review the waiver request and make a recommendation to EPA's Office of Brownfields and Land Revitalization, who will determine if the requested waiver is approved. The EPA Project Officer will notify the CAR of EPA's determination.

The CAR's written waiver request submitted to the EPA Project Officer must include a brief justification describing the reason(s) for spending more than 75% of their FY26 total annual appropriation and IIJA allocation on site-specific activities and must include the following information:

- Provide the percentage of the eligible brownfield site-specific activities (assuming waiver is approved) in the CAR's total FY26 budget;
- List all site-specific activities that will be covered by this funding. If known, provide site-specific information and a description of how work on each site contributes to the establishment or enhancement of your state/tribal response program. EPA encourages states and tribes to use site-specific funding to perform assessment and cleanup activities that will expedite the reuse and redevelopment of sites, and prioritize sites based on need. Further explain how the community will be (or has been) involved in prioritization of site work and especially those sites where there is a potential or known significant environmental impact to the community;
- Explain how this shift in funding will not negatively impact the core programmatic capacity (i.e., the ability to establish/enhance the four elements of a response program) and how it will be maintained in spite of an increase in site-specific work. Grantees must demonstrate that they have adequate funding from other sources to effectively carry out work on the four elements for EPA to grant a waiver of the 75% limit on using 128(a) funds for site-specific activities;
- Describe how this shift in funding towards site-specific work is appropriate for your response program; and
- Explain whether the sites to be addressed are those for which the affected community/ies has/have requested work be conducted.

6. Property-Specific Funding Determinations

If a CAR plans to use funds for site-specific activities at a site that is excluded from the definition of a brownfield in CERCLA Section 101(39)(A) and (B) but is eligible for a property-specific funding

determination, then the CAR must provide information sufficient for EPA's Regional Approval Official, as delegated by Delegation 14-44 and 14-45, to make a property-specific funding determination. Sites eligible for property-specific funding are defined in CERCLA Section 101(39)(C). The CAR must comply with the following requirements:

a. The CAR must not incur any site-specific costs for those sites which require a property-specific funding determination under this agreement (other than those necessary to provide information to EPA) until EPA's Approval Official makes a property-specific funding determination.

b. The CAR must submit to EPA's Project Officer a written request for a property-specific funding determination. The request must include information about the site (e.g., name, location, owners) and explain how the financial assistance will:

i. Protect human health and the environment, and

ii. Either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property or other property used for nonprofit purposes.

Any property-specific funding determination granted by EPA does not obviate the CAR's responsibility to incur only costs that meet the terms and conditions of the agreement and are allowable under 2 CFR Parts 200 and 1500 for governmental entities.

7. Institutional Controls

To the extent authorized by the scope of work for this agreement, the CAR may use funding under this agreement to maintain and monitor institutional controls.

III. Section 128(a) Technical Assistance Grants (TAG)

A. Eligible Uses of the Section 128(a) TAG Funds

To the extent identified in the approved workplan, cooperative agreement funds may be used for eligible programmatic costs for training, research, and technical assistance to facilitate the inventory of brownfield sites, site assessments, remediation of brownfield sites, community involvement, or site preparation for the specific small communities, Indian tribes, rural areas, or disadvantaged areas identified in the workplan.

Examples of eligible activities include those listed in Appendix A of the FY25 Funding Guidance for State and Tribal Response Programs and in the Section 128(a) TAG Fact Sheet.

B. Ineligible Uses of the Section 128(a) TAG Funds

Cooperative agreement funds shall not be used by the CAR or subrecipient for any of the following activities:

1. Conducting site assessments, site cleanups, response activities often associated with cleanups such as demolition or groundwater extraction, or brownfields area-wide plan implementation.
2. Marketing brownfields properties for redevelopment (e.g., activities or products created

specifically to attract buyers or investors).

3. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfields within the project area. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further brownfields cleanup and reuse of the catalyst, high priority brownfield sites. This nexus must be clearly described in the grant workplan for the project.
4. Survey design, distribution or collection.
5. Site-specific reuse planning for any site that is ineligible for brownfields funding.
6. Business development planning, relocation planning for businesses.
7. Construction and land acquisition.
8. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Parts 200 and 1500.
9. Cost share any other federal funds unless there is specific statutory authority for the match (CERCLA does not provide this authority).
10. Projects or tasks that duplicate grants awarded under other EPA Brownfields grant programs described in CFDA Numbers. 66.818, “Brownfields Assessment, Revolving Loan Funds, and Cleanup Grants” and 66.815, “Environmental Workforce Development and Job Training Grant” or other federally-funded environmental training, research, or technical assistance programs in their target community or communities. Projects may, however, complement community-wide activities EPA funds under CERCLA § 104(k)(2) assessment grants.
11. Projects related to exploring, testing and implementing smart growth policies and applications unrelated to brownfields, and projects EPA funds under CFDA No. 66.611, “Environmental Policy and Innovation Grants” or through EPA Sustainable Communities technical assistance under other announcements.
12. Projects or tasks that duplicate grants awarded under EPA CERCLA 128(a) to establish or enhance State and Tribal Response Programs. Funding cannot be used to supplement funding received to provide overall support for your State or Tribal Response Program.

IV. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Substantial Involvement

This is a cooperative agreement that will entail substantial involvement by EPA to the extent Agency resources permit. Substantial EPA involvement includes:

1. Consultation and collaboration on technical and policy matters at the CAR's request. EPA's Project Officer or designee may provide data, advice, and information that will help the CAR carry out the agreement effectively.

2. EPA's Project Officer may review the substantive terms of professional services contracts or subawards the CAR enters into to carry out specific elements of the scope of work. Neither EPA's Project Officer nor any other EPA employee will direct, recommend, or suggest that the CAR enter into a contract or subaward with a specific entity. EPA approval is not required for contracts for supplies, equipment, information technology and other administrative support services.

3. EPA's Project Officer may review the qualifications of key staff hired by the CAR or consultants with whom the CAR contracts to carry out specific elements of the scope of work when those staff or contractors are paid by the grant funds. Neither EPA's Project Officer nor any other EPA employee will direct, recommend, or suggest that the CAR hire a particular individual or enter into a consulting contract with a specific entity.

4. Monitoring by EPA of the CAR's performance under the agreement.

NOTE: EPA's Project Officer may waive or modify its substantial involvement on any particular matter or classes of matters through written advice to the CAR.

B. Cooperative Agreement Recipient Roles and Responsibilities

1. Cybersecurity

The CAR agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

a. EPA must ensure that any connections between the CAR's network or information system and EPA networks used by the CAR to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the CAR's connections, as defined above, do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the CAR agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the CAR into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The CAR agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (a)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The CAR will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the CAR under 2 CFR 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the CAR to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

2. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee ("FGDC") endorsed standards. Information on these standards may be found at https://www.fgdc.gov/.

3. Public Awareness

The CAR agrees to clearly reference EPA investments in site-specific activities outlined in the CAR's EPA-approved workplan during all phases of community outreach.

If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then the CAR shall comply with the Acknowledgement Requirements for Non-ORD Assistance Agreements in the General Terms and Conditions of this agreement.

If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients.

To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to the EPA Office of Public Affairs (OPA) and include the EPA Project Officer in the communication. Instructions for contacting OPA are available on the Using the EPA Seal and Logo page.

a. EPA Logo: If the EPA logo is displayed along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the CAR's or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo must be accompanied with a statement indicating that the [Insert CAR or subrecipient name] received financial assistance from EPA for the project. The recipient will ensure compliance with the sign specifications provided by OPA available at https://www.epa.gov/grants/epa-logo-seal-specifications-signage-producedepa-assistance-agreement-recipients. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable.

The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. This includes translating the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). Translation costs for this purpose are allowable, provided the costs are reasonable.

All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

C. Quality Assurance (QA) Requirements

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement a Quality Assurance (QA) planning document in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1. Quality Management Plan (QMP) The CAR will not need to submit a QMP for the subject-matter cooperative agreement.

2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and the EPA Project Officer in writing if the previously EPA-approved QAPP is acceptable for this agreement.

b. The recipient must submit the QAPP 30 days after grant award.

c. The recipient shall notify the EPA Project Officer and the EPA Quality Assurance Manager or designee (hereafter referred to as QAM) when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the EPA Project Officer and the QAM at least annually and may also be submitted when changes occur.

e. The recipient must submit a QAPP Self-Certifying Checklist with the QAPP.

For Reference:

- Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- EPA QA/G-5: *Guidance for Quality Assurance Project Plans*.
- EPA's Quality Program website has a list of QA managers, and Specifications for EPA and Non-EPA Organizations.

- The Office of the Chief Grants Officer Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

3. Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at https://www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements or a copy may also be requested by contacting the EPA Project Officer for this award.

D. Performance Reporting Requirements

1. Program Activity Levels (PALs)

CARs must report Program Activity Levels once annually when the Section 128(a) funding request is due to the appropriate EPA Regional Officer. The PALs summarize the work from the previous federal fiscal year, therefore, a CAR's responses to the PALs questions should reflect activities for the period covering the last federal fiscal year (October 1 – September 30).

CARs are required to provide PALs information directly into EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES) database.

For detailed instructions on how to report PALs data in ACRES, please see the training recording accessible at https://www.epa.gov/brownfields/acres-training-tips-and-tools.

For technical support, contact 703-284-8212 or email acres_help@epa.gov. For questions specific to your grant data, contact your EPA Regional Representative.

2. Semi-Annual Performance Reporting

CAR agrees to provide performance reports SEMI-ANNUALLY. The reports will be due no later than 30 calendar days after the reporting period.

All interim and final progress reports must prominently display the following three relevant Essential Elements as reflected in the current EPA strategic plan:

- Strategic Plan Goal
- Strategic Plan Objective
- Workplan Commitments and Timeframes

a. The CAR will report on milestones, activities, and outputs achieved under this agreement. Examples

of items to include:

i. The completion of significant site planning, assessment, cleanup, or redevelopment activities, including any relevant information regarding whether such activities anticipated or otherwise considered the impacts of extreme weather events and/or benefited a small community[1] and/or disadvantaged area[2].

ii. Information regarding significant outreach, meeting, or training events, including whether such outreach engaged small communities and/or disadvantaged areas.

iii. Significant updates to a website or tracking system or improvements to the process.

iv. For site-specific work, details such as where and when the activity was conducted and why, who was involved or impacted, and what was accomplished, including whether site-specific work anticipated or otherwise considered the impacts of extreme weather events and/or benefited a small community and/or disadvantaged area. The narrative may range in length between a paragraph and one page in length for a specific site. Provide before and after photos of site work and photos of events, unless the site assessment report has already been provided to EPA as a deliverable.

v. A budget summary table which may include the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds.

b. All CARs must report information relating to establishing and maintaining the public record and provide the date of the last update. NOTE: For this requirement, CARs can refer to their already existing public record, such as a website or other public database.

c. CARs with workplans that include funding for other site-related activities must include a description of the activities and provide the number of sites at which the activities were conducted. For example:

i. Number and frequency of oversight reviews (internal audits) of licensed site professional certified cleanups.

ii. Number and frequency of state/tribal oversight reviews (internal audits) conducted.

iii. Number of sites where staff conducted reviews (internal audits), provided technical assistance, or conducted other oversight activities.

iv. Number of staff conducting oversight reviews (internal audits), providing technical assistance, or conducting other oversight activities.

3. Significant Developments

As required by 2 CFR 200.329(e), the CAR must inform EPA and report on significant impacts to grant-supported activities when they occur between the scheduled reporting dates. Significant developments to report may include problems or delays (such as staff vacancies or travel restrictions) as well as favorable developments or successes associated with milestones and activities in the approved workplan.

4. Reporting Requirements for Site Assessment and Cleanup

The CARs must report on interim progress (e.g., assessment started) and any final accomplishments (e.g., assessment completed, cleanup required, contaminants, Institutional Controls, Engineering Controls) by submitting information into the Brownfields online reporting system, known as the Assessment, Cleanup and Redevelopment Exchange System ("ACRES"). The CAR must enter this data into ACRES within 30 days of the end of the next reporting period or sooner at EPA's request. EPA will provide the CARs with training, which is required to obtain access to ACRES.

5. Updating the State Brownfields and Voluntary Response Programs Report in ACRES

State CARs must update their state response program information in ACRES at least once a year (and may update more frequently if changes in their response program warrant an additional update), so that EPA has accurate, up-to-date information to share with the public in the form of a State Brownfields and Voluntary Response Program Report. EPA expects that this annual update will occur when states are already in the ACRES database performing other required ACRES reporting, thereby reducing the administrative burden.

For detailed instructions on how to update your state brownfields information in ACRES, please see the quick reference guide at https://www.epa.gov/brownfields/brownfields-grantee-reporting-using-assessment-cleanup-and-redevelopment-exchange.

E. Final Report

The CAR must submit a final performance report at the end of the period of performance in order to finalize the closeout of the grant. This final report must capture the work that was performed during the period of performance, explain how the funding was utilized, and may include a summary of activities. The final report is due within 120 days of the end of the period of performance and, with approval from the EPA Project Officer, may be submitted in lieu of a final quarterly or semi-annual report.

V. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: "payment" is EPA's transfer of funds to the CAR; "closeout" refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement. The CAR must pay subrecipients in advance provided the subrecipient complies with the requirements of 2 CFR § 200.305 (b)(1).

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative

agreement have been completed.

The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.

a. The CAR must submit the following documentation:

i. The Final Cooperative Agreement Performance Report as described in Section III.F. of these Terms and Conditions.

ii. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.

b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

[1] As defined in CERCLA 128(a)(1)(B)(iv)(II), the term “small community” means a community with a population of not more than 15,000 individuals, as determined by the latest available decennial census.

[2] As defined in CERCLA 128(a)(1)(B)(iv)(I), the term “disadvantaged area” means a community with an annual median household income that is less than 80 percent of the statewide annual median household income, as determined by the President based on the latest available decennial census.

Environmental Protection Agency

General Terms and Conditions

Effective October 1, 2025

Revision History:

The Environmental Protection Agency's General Terms and Conditions ***are published and become effective October 1st at the start of the federal fiscal year.*** Any additions, revisions, or changes to the terms and conditions after October 1 will be summarized below.

T&C Number	Effective Date	Description of Changes
30	June 1, 2026	Revised to reflect reactivation with iEdison

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Preface

1. Introduction

(a) These terms and conditions are in addition to the assurances and certifications made as part of the award, the terms and conditions, and restrictions reflected on the official assistance award document. Recipients **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the EPA General Terms and Conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 2 CFR 200.339 and 2 CFR 200.340.

(b) If the EPA General Terms and Conditions have been revised, EPA will update the terms and conditions when it provides additional funding (incremental or supplemental) prior to the end of the period of performance of this agreement. The recipient must comply with the revised terms and conditions after the effective date of the EPA action that leads to the revision. Revised terms and conditions do not apply to the recipient's expenditures of EPA funds or activities the recipient carries out prior to the effective date of the EPA action. EPA will inform the recipient of revised terms and conditions in the action adding additional funds.

2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR Part 200 and 2 CFR Part 1500. 2 CFR 1500.2, Adoption of 2 CFR Part 200, states the EPA adopts the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (subparts A through F of 2 CFR Part 200), as supplemented by 2 CFR Part 1500, as the EPA policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

3. Termination

Consistent with 2 CFR 200.340, EPA may terminate this award in part or its entirety:

(a) If a recipient or subrecipient fails to comply with the terms and conditions of the award, including statutory or regulatory requirements;

(b) With the consent of the recipient when both the recipient and the EPA agree upon the termination conditions, which include the effective date and, in the case of partial termination, the portion to be terminated;

(c) If a recipient sends the EPA a written notification of the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated; however, if the EPA determines that the remaining portion of the Federal award will not accomplish the purposes for which the Federal award was made, the EPA may terminate the award in its entirety; or

(d) Pursuant to the programmatic terms and conditions specified in the Federal award.

(e) By the EPA or pass-through entity to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities.

Financial Information

4. **Reimbursement Limitation**

   EPA's financial obligations to the recipient are limited by the amount of Federal funding awarded to date as reflected on the award document. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk. See 2 CFR 1500.9.

5. **Automated Standard Application Payments (ASAP) and Proper Payment Draw Down**

   Electronic Payments. Recipients must be enrolled or enroll in the Automated Standard Application for Payments (ASAP) system to receive payments under EPA financial assistance agreements unless:

   - EPA grants a recipient-specific exception;
   - The assistance program has received a waiver from this requirement;
   - The recipient is exempt from this requirement under 31 CFR 208.4; or,
   - The recipient is a fellowship recipient pursuant to 40 CFR Part 46.

   EPA will not make payments to recipients until the ASAP enrollment is completed or if recipients fall under one of the above categories. EPA's Research Triangle Park Finance Division (RFD) will initiate the ASAP enrollment based on the key contact information on the grant application. The "payee" on the key contacts form will receive an email from ASAP indicating the steps required for completing the enrollment. Recipients may request exceptions using the procedures below.

   Under this payment mechanism, the recipient initiates an electronic payment request online via ASAP, which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's ASAP account. Approved payments are credited to the account at the financial institution of the recipient organization set up by the recipient during the ASAP enrollment process. Additional information concerning ASAP and enrollment can be obtained by contacting the EPA RFD, at rtpfc-grants@epa.gov, or by visiting: https://www.fiscal.treasury.gov/asap/.

   EPA will grant exceptions to the ASAP enrollment requirement only in situations in which the recipient demonstrates to EPA that receiving payment via ASAP places an undue administrative or financial management burden on the recipient or EPA determines that granting the waiver is in the public interest. Recipients may request an exception to the requirement by following the procedures specified in RAIN-2018-G06-R.

   Proper Payment Drawdown (for recipients other than States)

   (a) As required by 2 CFR 200.305(b), the recipient must draw funds from ASAP only for the minimum amounts needed for actual and immediate cash requirements to pay employees, contractors, subrecipients or to satisfy other obligations for allowable costs under this assistance

agreement. The timing and amounts of the drawdowns must be as close as administratively feasible to actual disbursements of EPA funds. Disbursement within five (5) business days of drawdown will comply with this requirement and the recipient agrees to meet this standard when performing this award.

(b) Recipients may not retain more than 5% of the amount drawn down, or $1,000 whichever is less, five (5) business days after drawdown to materially comply with the standard. Any EPA funds subject to this paragraph that remain undisbursed after 5 business days must be fully disbursed within fifteen (15) business days of draw down or be returned to EPA.

(c) If the recipient draws down EPA funds in excess of that allowed by paragraph b., the recipient must contact rtpfc-grants@epa.gov for instructions on whether to return the funds to EPA. The recipient must comply with the requirements at 2 CFR 200.305(b)(11) regarding depositing advances of Federal funds in interest bearing accounts.

(d) Returning Funds: Pay.gov is the preferred mechanism to return funds. It is free, secure, paperless, expedient, and does not require the recipient//vendor to create an account. Contact EPA RFD at rtpfc-grants@epa.gov to obtain complete instructions. Additional information is available at the Pay.gov website. Information on how to repay EPA via check is available at https://www.epa.gov/financial/makepayment. Instructions on how to return funds to EPA electronically via ASAP are available at https://www.fiscal.treasury.gov/asap/.

(e) Failure on the part of the recipient to materially comply with this condition may, in addition to EPA recovery of the un-disbursed portions of the drawn down funds, lead to changing the payment method from advance payment to a reimbursable basis. EPA may also take other remedies for noncompliance under 2 CFR 200.208 and/or 2 CFR 200.339.

(f) If the recipient believes that there are extraordinary circumstances that prevent it from complying with the five (5) business day disbursement requirement throughout the performance period of this agreement, recipients may request an exception to the requirement by following the procedures specified in RAIN-2018-G06-R. EPA will grant exceptions to the five (5) business day disbursement requirement only if the recipient demonstrates that compliance places an undue administrative or financial management burden or EPA determines that granting the exception is in the public interest. EPA will grant exceptions to the five (5) business day disbursement requirement only if the recipient demonstrates that compliance places an undue administrative or financial management burden or EPA determines that granting the exception is in the public interest.

Proper Payment Drawdown for State Recipients

In accordance with 2 CFR 200.305(a), payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR Part 205, Subparts A and B and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies" unless a program specific regulation (e.g. 40 CFR 35.3160 or 40 CFR 35.3560) provides otherwise. Pursuant to 31 CFR Part 205, Subpart A—*Rules Applicable to Federal Assistance Programs Included in a Treasury-State Agreement,* States follow their Treasury-State CMIA Agreement for major Federal programs listed in the agreement. For those programs not listed as major in the

Treasury-State agreement, the State follows the default procedures in 31 CFR Part 205, Subpart B—Rules Applicable to Federal Assistance Programs Not Included in a Treasury-State Agreement, which directs State recipients to draw-down and disburse Federal financial assistance funds in anticipation of immediate cash needs of the State for work under the award. States must comply with 2 CFR 200.302(a) in reconciling costs incurred and charged to EPA financial assistance agreements at time of close out unless a program specific regulation provides otherwise.

Selected Items of Cost

6. **Prohibition on Certain Telecommunications and Video Surveillance Service Equipment or Services**
Prohibition on covered telecommunications and video surveillance services or equipment is effective on all obligations and expenditures of EPA financial assistance funding as of August 13, 2020, including awards made before that date.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA-funded revolving loan fund programs, are prohibited from obligating or expending Federal loan or grant funds to procure or obtain covered telecommunications equipment or services; extend or renew a contract to procure or obtain covered telecommunications equipment or services; or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment;
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Pursuant to 2 CFR 200.216(c), "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

(a) Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
   (1) Procure or obtain, extend or renew a contract to procure or obtain;
   (2) Enter into a contract (or extend or renew a contract) to procure; or
   (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889 of Public Law 115-232, are recorded in the System for Award Management exclusion list.

7. Consultant Cap

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Information on how to calculate the maximum daily rate and the daily pay limitation is available at the Office Of Personnel Management's Fact Sheet: How to Compute Rates of Pay and Fact Sheet: Expert and Consultant Pay. Specifically, to determine the maximum daily rate, follow these steps:

(1) Divide the Level IV salary by 2087 to determine the hourly rate. Rates must be rounded to the nearest cent, counting one-half cent and over as the next higher cent (e.g., round $18.845 to $18.85).

(2) Multiply the hourly rate by eight (8) hours. The product is the maximum daily rate.

Contracts and subcontracts with firms for services that are awarded using the procurement requirements in Subpart D of 2 CFR Part 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.10.

8. Establishing and Managing Subawards

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable subaward provisions of 2 CFR Part 200 and the EPA Subaward Policy.

As a pass-through entity, the recipient agrees to:

1. Select subrecipients and conduct subaward competitions, as appropriate, using a system that properly differentiates between subrecipients and procurement contractors consistent with the differentiating characteristics explained in 2 CFR

200.331 and EPA's supplemental guidance in Appendix A of the EPA Subaward Policy.

2. Verify that the potential subrecipient is not excluded or disqualified in accordance with the verification methods provided in 2 CFR 180.300, such as confirming in SAM.gov that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving Federal funds.
3. Establish and follow a system that ensures all subaward agreements are in writing and contain all of the elements required by 2 CFR 200.332(b). EPA has developed a template for subaward agreements that is available in Appendix D of the EPA Subaward Policy.
4. Prior to making subawards, ensure that each subrecipient has a "Unique Entity Identifier" (UEI). The UEI is required by 2 CFR Part 25 and 2 CFR 200.332(b). Subrecipients are not required to complete full System for Award Management (SAM.gov) registration to obtain a UEI. Information regarding obtaining a UEI is available at the System for Award Management (SAM.gov) Internet site: http://www.sam.gov/SAM/and in the General Condition of the pass-through entity's agreement with EPA entitled **"System for Award Management and Universal Identifier Requirements"** T&C of the pass-through entity's agreement with the EPA.
5. Ensure that subrecipients are aware of the requirements that apply to the subaward, including those that flow down from the recipient, as required by 2 CFR 200.332(b) and monitor the activities of the subrecipient to ensure compliance with these requirements per 2 CFR 200.332(e). These requirements include, among others:
   a. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable, including provisions protecting free speech, religious liberty, public welfare, and the environment per 2 CFR 200.300(a), as well as regulations, including 2 CFR 200.300(b) prohibiting discrimination based on sex.
   b. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled **"Reporting Subawards and Executive Compensation."**
   c. Limitations on individual consultant fees as set forth in 2 CFR 1500.10 and the General Condition of the pass-through entity's agreement with EPA entitled **"Consultant Fee Cap."**
   d. EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Management Fees**."
   e. The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants) and Domestic preferences for procurements at 2 CFR 200.322.
   f. Other statutes, regulations and Executive Orders that may apply to subawards

are described at Information on Requirements that Pass-Through Entities must "Flow Down" to Subrecipients. Many Federal requirements are agreement- or program-specific, and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice if necessary.

6. Establish and follow a system for evaluating subrecipient fraud risk and risk of noncompliance with a subaward to determine the appropriate monitoring described at 2 CFR 200.332(c) and consider whether, based on the evaluation of risk, additional monitoring tools may be useful as described in 2 CFR 200.332(f). When evaluating a subrecipient's risk, a pass-through entity should consider:
   a. The subrecipient's prior experience with same or similar subawards;
   b. Results of previous audits, including considering whether the subrecipient receives a Single Audit, in accordance with 2 CFR Part 200, Subpart F and the extent to which the same or similar subawards have been audited as a major program;
   c. Whether the subrecipient has new personnel or new or substantially change systems, and
   d. The extent and results of any Federal agency monitoring (for example, if the subrecipient also receives Federal awards directly from the Federal agency).
7. Establish and follow a process for deciding whether to implement specific conditions in subawards based on risk factors, as described in 2 CFR 200.208, and notify EPA of the specific conditions as required by 2 CFR 200.332(d). Examples of specific conditions, per 2 CFR 200.208, may include:
   a. Requiring payments as reimbursements rather than advance payments;
   b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance;
   c. Requiring additional or more detailed financial reports;
   d. Requiring additional or project monitoring;
   e. Requiring the recipient or subrecipient to obtain technical or management assistance; or
   f. Establishing additional prior approvals.
8. Establish and follow a system for monitoring subrecipient performance that includes the elements required at 2 CFR 200.332(e), such as reviewing financial and performance reports, and report the results of the monitoring in performance reports as provided in the reporting terms and conditions of this agreement.
9. Ensure that a subrecipient provides a plan for and takes corrective action on all significant developments that negatively affect the subaward. Per 2 CFR 200.332(e)(2), significant developments include Single Audit findings related to the subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions that will impact their ability to meet the milestones or objectives of the subaward.
10. Establish and maintain an accounting system which ensures compliance with the $50,000 limitation at 2 CFR 200.1, *Modified Total Direct Costs*, if applicable,

on including subaward costs in *Modified Total Direct Costs* for the purposes of distributing indirect costs. Recipients with Federally approved indirect cost rates that use a different basis for distributing indirect costs to subawards must comply with their Indirect Cost Rate Agreement.

11. Work with EPA's Project Officer to obtain the written consent of EPA's Office of International and Tribal Affairs (OITA) prior to awarding a subaward to a foreign or international organization or a subaward to be performed in a foreign country, even if that subaward is described in a proposed scope of work.

12. Obtain prior written approval from the EPA's Award Official for any subawards or subaward activities that are not described in the approved work plan in accordance with 2 CFR 200.308. As provided in 2 CFR 200.308(f)(6), recipients must obtain prior approval to change a named subrecipient from the EPA Award Official if the pass-through entity described the original subrecipient's qualifications and/or performance history in the competitive application. Recipients must contact their Project Officer to begin the prior approval process.

13. Obtain prior written approval from the EPA's Award Official before awarding a subaward to an individual if the EPA-approved scope of work does not include a description of subawards to individuals.

14. Establish and follow written procedures under 2 CFR 200.302(b)(7) for determining that subaward costs are allowable in accordance with 2 CFR Part 200, Subpart E and the terms and conditions of this award. These procedures may provide for allowability determinations on a pre-award basis, through ongoing monitoring of costs that subrecipients incur, or a combination of both approaches provided the pass-through entity documents its determinations.

15. Verify that the subrecipient is audited, as applicable, per 2 CFR part 200, Subpart F, and establish and maintain a system under 2 CFR 200.332(g) and 2 CFR 200.521 for issuing management decisions for audits of subrecipients that relate to the Federal award from the recipient. The recipient remains accountable to EPA for ensuring that unallowable subaward costs initially paid by EPA are either reimbursed or offset with allowable costs, regardless of whether the recipient recovers those costs from the subrecipient.

16. As provided in 2 CFR 200.333, pass-through entities must obtain EPA approval to make fixed amount subawards. Recipients should consult with their EPA Project Officer regarding how to obtain EPA approval.

By accepting this award, the recipient is certifying that it either has systems in place to comply with the requirements described in Items 1 through 16 above or will refrain from making subawards until the systems are designed and implemented.

Subawards to Federal Agencies – Clarity on Applicable EPA Terms and Conditions: If the subrecipient is a Federal agency, the only provisions of the EPA General Terms and Conditions implementing 2 CFR Part 200 on subawards that apply are: (1) the requirement for the Federal agency to obtain a Unique Entity Identifier (UEI) in accordance with 2 CFR Part 25 as described in Item 4 above and (2) the requirement for the recipient to report on first-tier subawards as described in EPA General Term and Condition 15.1, "Reporting of first tier subawards."

As provided within 2 CFR 200.101(a)(2), all other provisions of 2 CFR Part 200, Subparts A through E, do not apply to subawards with federal agencies. Transactions between the recipient and the Federal agency subrecipient will be governed by the Federal agency subrecipient's cost reimbursement agreement with the recipient.

9. **Management Fees**
   Management Fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

10. **Federal Employee Costs**
    The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the recipient as authorized by a Federal statute.

11. **Foreign Travel**
    EPA policy requires that all foreign travel must be approved by its Office of International and Tribal Affairs. The recipient agrees to obtain prior EPA approval before using funds available under this agreement for international travel unless the trip(s) are already described in the EPA approved budget for this agreement. Foreign travel includes trips to Mexico and Canada but does not include trips to Puerto Rico, the U.S. Territories or possessions. Recipients that request post-award approval to travel frequently to Mexico and Canada by motor vehicle (e.g., for sampling or meetings) may describe their proposed travel in general terms in their request for EPA approval. Requests for prior approval must be submitted to the Project Officer for this agreement.

12. **The Fly America Act and Foreign Travel**
    The recipient understands that all foreign travel **funded under this assistance agreement** must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C.

Section 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier.

13. Union Organizing

Grant funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

Reporting and Additional Post-Award Requirements

14. System for Award Management and Universal Identifier Requirements

14.1 **Requirement for System for Award Management (SAM)** Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain current and active registration SAM.gov. The recipient's registration must always be current and active until it submits all final reports required under this Federal award or receive the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three (3) years.

14.2 **Requirement for Unique Entity Identifier (UEI).** If the recipient is authorized to make subawards under this award, the recipient:

- **a.** Must notify potential subrecipients that no entity may receive a subaward unless the entity has provided its UEI to the recipient.
- **b.** Must not make a subaward to an entity unless the entity has provided its UEI. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

14.3 **Definitions.** For the Purpose of this award term:

- **a.** **System for Award Management (SAM.gov)** means the Federal repository into which an entity must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at: https://sam.gov/.)
- **b.** **Unique Entity Identifier** means the universal identifier assigned by SAM.gov to uniquely identify an entity.
- **c.** **Entity** is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:
  - **1)** Non-federal entity,
  - **2)** Foreign organization;
  - **3)** Foreign public entity;
  - **4)** Domestic for-profit organization; and
  - **5)** Federal agency.

d. **Subaward** has the meaning given in 2 CFR 200.1
e. **Subrecipient** has the meaning given in 2 CFR 200.1

15. Reporting Subawards and Executive Compensation

15.1 Reporting of first tier subawards.

a. **Applicability**. Unless the recipient is exempt as provided in paragraph 15.4. of this award term, the recipient must report each action that obligates $30,000 or more in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000.

b. **Reporting Requirements.** (1) The entity or Federal agency must report each subaward described in paragraph 15.1.a of this award term at the System for Award Management (SAM.gov). (2) For subaward information, report no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on any date during the month of November of a given year, the obligation must be reported by no later than December 31 of that year.)

15.2 Reporting Total Compensation of Recipient Executives.

a. **Applicability.** The recipient must report the total compensation for each of its five (5) most highly compensated executives for the preceding completed fiscal year, if:

15.2.a.1. The total Federal funding authorized to date under this award is $30,000 or more;

15.2.a.2. In the preceding fiscal year, the recipient received: (i.) 80 percent or more of their annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act); (ii.) and $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

15.2.a.3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: http:// www.sec.gov/answers/execomp.htm.)

b. **Reporting Requirements.** The recipient must report executive total compensation described in paragraph 15.2.a of this award term: (i.) As part of the recipient's registration profile at https://www.sam.gov (ii.) No later than the end of the month following the month in which this award is made, and annually thereafter (For example if this award was made on any date of November in a given year, the executive total compensation must be reported by no later than December 31 of that year.)

15.3 Reporting Total Compensation of Subrecipient Executives.

a. Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph 15.4. of this award term, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

15.3.a.1. The total federal funding authorized to date under the subaward equals or exceeds $30,000; and

15.3.a.2. In the subrecipient's preceding fiscal year, the subrecipient received: (i.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards subject to the Transparency Act; and (ii.) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

15.3.a.3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: http:// www.sec.gov/answers/execomp.htm.)

b. Reporting Requirements. Subrecipients must report their executive total compensation described in paragraph 15.3.a. of this award term to the recipient. The recipient is required to submit this information to SAM.gov no later than the end of the month following the month in which the subaward was made. (For example, if a subaward was made on any date during the month of October of a given year, the subaward must be reported no later than November 30th of that year).

15.4 Exemptions

a. If, in the previous tax year, the recipient had gross income, from all sources, under $300,000, the recipient is exempt from the requirements to report:

15.4.a.1. (i) subawards, and (ii) the total compensation of the five most highly compensated executives of any subrecipient.

15.5 Definitions. For purposes of this award term:

a. Entity: includes:

(1) whether for profit or nonprofit: (i) A corporation; (ii) An association; (iii) A partnership; (iv) A limited liability company; (v) A limited liability partnership; (vi) A sole proprietorship; (vii) Any other legal business entity; (viii) Another grantee or contractor that is not excluded by subparagraph (2); and (ix) Any State or locality.

(2) It does not include: (i) An individual recipient of Federal financial assistance; or (ii) A Federal employee.

b. **Executive** means an officer, managing partner, or any other employee holding a management position.
c. **Subaward:** has the meaning given in 2 CFR 200.1.
d. **Subrecipient** has the meaning given in 2 CFR 200.1.
e. **Total compensation** means the cash and noncash dollar value an executive earns during the recipient's or subrecipient's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2)).

16. Recipient Integrity and Performance Matters – Reporting of Matters Related to Recipient Integrity and Performance

16.1 General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM.gov that is made available in the designated integrity and performance system (currently the responsibility/qualification information) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

16.2 Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
b. Reached its final disposition during the most recent five-year period; and
c. Is one of the following:

16.2.c.1. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

16.2.c.2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

16.2.c.3. An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

16.2.c.4. Any other criminal, civil, or administrative proceeding if:

16.2.c.4.1. It could have led to an outcome described in paragraph 16.2.c.1, 16.2.c.2, or 16.2.c.3 of this award term and condition;

16.2.c.4.2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

16.2.c.4.3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

16.3 Reporting Procedures

Enter in SAM.gov Entity Management area the information that SAM.gov requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

16.4 Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 16.1 of this award term and condition, you must report proceedings information through SAM.gov for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

16.5 Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.,* Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes –

16.5.c.1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

16.5.c.2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

17. Federal Financial Reporting (FFR)

Pursuant to 2 CFR 200.328 and 2 CFR 200.344, EPA recipients must submit the Federal Financial Report (SF-425) at least annually and no more frequently than quarterly. EPA's standard reporting frequency is annual unless an EPA Region has included an additional term and condition specifying greater reporting frequency within this award document in accordance with 2 CFR 200.208. EPA recipients must submit the SF-425 no later than thirty (30) calendar days after the conclusion of each specified reporting period for quarterly and semi-annual reports and ninety (90) calendar days for annual reports. Final reports are due no later than one hundred and twenty (120) calendar days after the conclusion of the period of performance of the award. Extension of reporting due dates may be approved by EPA when requested and justified by the recipient. The FFR form is available on the internet at: https://www.epa.gov/grants/sf-425-federal-financial-report. All FFRs must be submitted to the EPA Research Triangle Park Finance Division (RFD) via email at rtpfc-grants@epa.gov or mail it to:

US Environmental Protection Agency
Research Triangle Park Finance Division (Mail Code AA216-01)
4930 Page Rd.
Durham, NC 27703

The EPA RFD will make adjustments as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

18. Indirect Cost Rate Agreements

This term and condition provides requirements for recipients using EPA funds for indirect costs and applies to all EPA assistance agreements unless there are statutory or regulatory limits on IDCs. See also EPA's Indirect Cost Policy for Recipients of EPA Assistance Agreements (IDC Policy).

In order for the assistance agreement recipient to use EPA funding for indirect costs, the IDC category of the recipient's assistance agreement award budget must include an amount for IDCs and at least one of the following must apply:

- With the exception of "exempt" agencies and Institutions of Higher Education as noted below, all recipients must have one of the following current (not expired) IDC rates, including IDC rates that have been extended by the cognizant agency:
  - Provisional
  - Final
  - Fixed rate with carry-forward
  - Predetermined
  - Grants awarded before October 1, 2024 - 10% de minimis rate of modified total direct costs authorized by 2 CFR 200.414(f)
  - Grants awarded on or after October 1, 2024 – up to a 15% de minimis rate of modified total direct costs authorized by 2 CFR 200.414(f)

  - Grants amended to incorporate the October 2024 Revisions to 2 CFR 200 – up to a 15% de minimis rate of modified total direct costs authorized by 2 CFR 200.414(f), effective as of the date of the amendment and going forward, cannot be applied retroactively
  - EPA-approved use of an expired fixed rate with carry-forward on an exception basis, as detailed in section 6.4.a. of the IDC Policy
- "Exempt" State or local governmental departments or agencies are agencies that receive up to and including $35,000,000 in Federal funding in its fiscal year and must have an IDC rate proposal developed in accordance with 2 CFR Part 200, Appendix VII, with documentation maintained and available for audit.
- Institutions of Higher Education must use the IDC rate(s) on the approved rate agreement in place at the time of award during the life of the assistance agreement (unless the rate was provisional at time of award, in which case the rate will change once it becomes final). As provided by 2 CFR Part 200, Appendix III(C)(7), the term "life of the assistance agreement", means each competitive segment of the project. If negotiated rate agreements do not extend through the life of the Federal award at the time of the initial award, then the negotiated rate for the last year of the Federal award must be extended through the end of the award. Additional information is available in the regulation.

IDCs incurred during any period of the assistance agreement that are not covered by the provisions above are not allowable costs and must not be drawn down by the recipient. Recipients may budget for IDCs if they have submitted a proposed IDC rate to their cognizant Federal agency, or requested an exception from EPA under subsection 6.4 of the IDC Policy. However, recipients may not draw down IDCs until their rate is approved, if applicable, or EPA grants an exception. IDC drawdowns must comply with the indirect rate corresponding to the period during which the costs were incurred. If the recipient's indirect cost rate has not been finalized within one year after the period of performance ends, the EPA Grants Management Officer is authorized to close the recipient's award using their most recently negotiated rate per 2 CFR 200.344(h).
This term and condition does not govern indirect rates for subrecipients or recipient procurement contractors under EPA assistance agreements. Pass-through entities are required to comply with 2 CFR 200.332(b)(4)(i) and (ii) when establishing indirect cost rates for subawards.

19. Audit Requirements

In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends $1,000,000 or more in total Federal funds in the recipient's fiscal year.

The recipient must submit a single audit report within nine (9) months of the end of the recipient's fiscal year or thirty (30) days after receiving the report from an independent auditor. The single audit report MUST be submitted using the Federal Audit Clearinghouse available at: https://fac.gov/. For complete information on how to accomplish the single audit submissions, the recipient will need to visit the Federal Audit Clearinghouse Web site: https://fac.gov/.

20. Closeout Requirements

Reports required for closeout of the assistance agreement must be submitted in accordance with this agreement. Submission requirements and frequently asked questions can also be found at: https://www.epa.gov/grants/frequent-questions-about-closeouts.

21. Suspension and Debarment

Recipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Recipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to the EPA office that is entering into the transaction with the recipient may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Recipients may access the SAM.gov exclusion list at https://sam.gov to determine whether an entity or individual is presently excluded or disqualified.

22. Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

This award is subject to the provisions contained in an appropriations act(s) which prohibits the Federal Government from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation having a delinquent Federal tax liability or a felony conviction under any Federal law, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government. A "corporation" is a legal entity that is separate and distinct from the entities that own, manage, or control it. It is organized and incorporated under the jurisdictional authority of a governmental body, such as a State or the District of Columbia. A corporation may be a for-profit or non-profit organization.

As required by the appropriations act(s) prohibitions, the Government will not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee with any corporation that — (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or (2) Was convicted of a felony criminal violation under any Federal law within the preceding twenty-four (24) months, where the awarding agency is aware of the conviction, unless

an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

By accepting this award, the recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding twenty-four (24) months.

Alternatively, by accepting this award, the recipient represents that it disclosed unpaid Federal tax liability information and/or Federal felony conviction information to the EPA. The recipient may accept this award if the EPA Suspension and Debarment Official has considered suspension or debarment of the corporation based on tax liabilities and/or Federal felony convictions and determined that suspension or debarment is not necessary to protect the Government's interests.

If the recipient fails to comply with this term and condition, EPA will annul this agreement and may recover any funds the recipient has expended in violation of the appropriations act(s) prohibition(s). The EPA may also pursue other administrative remedies as outlined in 2 CFR 200.339 and 2 CFR 200.340 and may also pursue suspension and debarment.

23. Disclosing Conflict of Interest

23.1 For Awards to Recipients, Subrecipients, and Individuals (other than States and Tribes that have procurement policies and procedures, and fellowship recipients under 40 CFR Part 46)

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental and incremental funding) awarded on or after October 1, 2015.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grant Specialist listed on the Assistance Agreement/Amendment within thirty (30) calendar days of discovery of the COI. The Grant Specialist will respond to any such disclosure within thirty (30) calendar days.

EPA's COI Policy requires that recipients have systems in place to address, resolve and disclose to EPA COIs described in sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward regardless of amount funded under this award. The recipient's COI Point of Contact for the award must disclose any COI to the EPA Grant Specialist listed on the

Assistance Agreement/Amendment within thirty (30) calendar days of the discovery of the potential COI and their approach for resolving the COI.
EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Recipients who are pass-through entities as defined at 2 CFR 200.1 must require that subrecipients being considered for or receiving subawards disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. Pass-through entities must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grant Specialist listed on the Assistance Agreement/Amendment within thirty (30) calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that recipients and subrecipients disclose COI's that are discovered under their systems for addressing and resolving COI. If recipients or subrecipients do not discover a COI, they do not need to advise EPA or the pass-through entity of the absence of a COI.

Upon notice from the recipient of a potential COI and the approach for resolving it, the Agency will then make a determination regarding the effectiveness of these measures within thirty (30) days of receipt of the recipient's notice unless a longer period is necessary due to the complexity of the matter. Recipients may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. Failure to disclose a COI may result in cost disallowances.

Disclosure of potential COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the recipient notifies EPA of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

23.2 For Awards to States and Tribes, Including State Universities that are State Agencies or Instrumentalities and Tribal Colleges and Universities that are Tribal Agencies or Instrumentalities

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at: https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy.
The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental, incremental funding) awarded on or after October 1, 2025.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grant Specialist listed on the Assistance Agreement/Amendment within thirty (30) calendar days of discovery

of the COI. The Grant Specialist will respond to any such disclosure within thirty (30) calendar days.

States, including State universities that are State agencies and instrumentalities, and Tribes including Tribal Colleges and Universities that are Tribal Agencies or Instrumentalities, receiving funding from EPA are only required to disclose subrecipient COI as a pass-through entity as defined by 2 CFR 200.1. Any other COI are subject to State and Tribal laws, regulations, and policies. EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in section 4.0(b)(c) and (d) of the COI Policy that arise after EPA made the award regardless of the amount of the transaction. States and Tribes who are pass-through entities as defined at 2 CFR 200.1 must require that subrecipients being considered for or receiving subawards disclose COI to the State or Tribe in a manner that, as a minimum, in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. States and Tribes must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grant Specialist listed on the Assistance Agreement/Amendment within thirty (30) calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that subrecipients disclose COI's to State and Tribal pass-through entities that are discovered under their systems for addressing, resolving, and disclosing COI. If subrecipients do not discover a COI, they do not need to advise State and Tribal pass-through entities of the absence of a COI.

Upon receiving notice of a potential COI and the approach for resolving it, the Agency will make a determination regarding the effectiveness of these measures within thirty (30) days of receipt of the State's or Tribe's notice of a subrecipient COI unless a longer period is necessary due to the complexity of the matter. States and Tribes may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. A subrecipient's failure to disclose a COI to the State or Tribe and EPA may result in cost disallowances.

Disclosure of potential subrecipient COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the subrecipient has taken measures that EPA and the State or Tribe agree eliminate, neutralize or mitigate the conflict of interest.

24. Transfer of Funds

24.1 Transfer of Funds

Applicable to all assistance agreements other than Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514 when EPA's share of the total award exceeds the

Simplified Acquisition Threshold. Simplified Acquisition Threshold is defined at 2 CFR 200.1 and is currently set at $350,000 but the amount is subject to adjustment.

(1) As provided at 2 CFR 200.308(i), the recipient must obtain prior approval from EPA's Grants Management Officer if the cumulative amount of funding transfers among direct budget categories or programs, functions and activities exceeds 10% of the total budget, as last approved by EPA, including cost share. Recipients must submit requests for prior approval to the Grant Specialist and Grants Management Officer with a copy to the Project Officer for this agreement.

(2) Recipients must notify EPA's Grant Specialist and Project Officer of cumulative funding transfers among direct budget categories or programs, functions and activities that do not exceed 10% of the total budget for the agreement. Prior approval by EPA's Grants Management Officer is required if the transfer involves any of the items listed in 2 CFR 200.407 that EPA did not previously approve at time of award or in response to a previous post-award request by the recipient.

24.2 Post-Award Changes for Continuing Environmental Program Grants

Applicable to Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514 when EPA's share of the total project costs exceeds the Simplified Acquisition Threshold. Simplified Acquisition Threshold is defined at 2 CFR 200.1 and is currently set at $350,000 but the amount is subject to adjustment.

To determine if a post-award change in work plan commitments is significant and requires prior written approval for the purposes of 40 CFR §35.114(a) or 40 CFR §35.514(a), the recipient agrees to consult the EPA Project Officer before making the change. The term work plan commitments is defined at 40 CFR §35.102. If the PO determines the change is significant, the recipient cannot make the change without prior written approval by the EPA Award Official or Grants Management Officer.

The recipient must obtain written approval from the EPA Award Official prior to transferring funds from one budget category to another if the EPA Award Official determines that such transfer significantly changes work plan commitment(s). All transfers must be reported in required performance reports. In addition, unless approved with the budget at the time of award, Continuing Environmental Program (CEP) recipients must also obtain prior written approval from the EPA Award Official or Grants Management Officer to use EPA funds for directly charging compensation for administrative and clerical personnel under 2 CFR 200.413(c) and the General Provisions for Selected Items of Cost allowability at 2 CFR 200.420 through 2 CFR 200.476 as supplemented by EPA's Guidance on Selected Items of Cost. The recipient is not required to obtain prior written approval from the EPA Award Official for other items requiring prior EPA approval listed in 2 CFR 200.407.

25. Electronic/Digital Signatures on Financial Assistance Agreement Form(s)/Document(s)

Throughout the life of this assistance agreement, the recipient agrees to ensure that any form(s)/document(s) required to be signed by the recipient and submitted to EPA through any

means including but not limited to hard copy via U.S. mail or express mail, hand delivery or through electronic means such as e-mail are: (1) signed by the individual identified on the form/document, and (2) the signer has the authority to sign the form/document for the recipient. Submission of any signed form(s)/document(s) is subject to any provisions of law on making false statements (e.g., 18 U.S.C. 1001).

26. Extension of Project/Budget Period Expiration Date

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308(g)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds, the recipient must submit a written request to the EPA at least ten (10) calendar days before the conclusion of the period of performance as required by 2 CFR 200.308(f)(10). **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

27. Utilization of Disadvantaged Business Enterprises

The recipient agrees to comply with the following requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements as described below.

1) **Six Good Faith Effort, 40 CFR Part 33, Subpart C**
   Pursuant to 40 CFR 33.301, the recipient agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. The specific six good faith efforts can be found at: 40 CFR 33.301 (a)-(f).
   For EPA assistance agreements that are for the benefit of Native Americans, the recipient must solicit and recruit Native American organizations and Native American-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts (40 CFR 33.304). If recruiting efforts are unsuccessful, the recipient must follow the six good faith efforts.
2) **Contract Administration Provisions, 40 CFR 33.302**
   The recipient agrees to comply with the contract administration provisions of 40 CFR Section 33.302 (a)-(d) and (i).
3) **Bidders List, 40 CFR 33.501(b) and (c)**
   Recipients of a Continuing Environmental Program (CEP) Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to,

or chooses to follow, competitive bidding requirements. Refer to 40 CFR 33.501 (b) and (c) for specific requirements and exemptions.

The EPA has suspended the following DBE Program requirements in accordance with class exceptions authorized pursuant to the authority in 2 CFR 1500.4(b). Refer to RAIN-2025-G02 and RAIN-2019-G10 for details.

1) EPA MBE/WBE Certification, 40 CFR Part 33, Subpart B
2) Fair Share Objectives, 40 CFR Part 33, Subpart D
3) MBE/WBE Reporting, 40 CFR Part 33, Subpart E

Programmatic General Terms and Conditions

28. Sufficient Progress

EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. EPA may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

29. Copyrighted Material and Data

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for [i.e., authorized by] the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, Tribal and local governments that carry out delegated Federal environmental programs as “co-regulators” or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other recipients to carry out Federal grants provided the use is consistent with the terms of EPA’s authorization to the other recipient to use the copyrighted works or other data.

Under Item 6, the recipient acknowledges that EPA may authorize another recipient(s) to use the copyrighted works or other data developed under this grant as a result of:

- The selection of another recipient by EPA to perform a project that will involve the use of the copyrighted works or other data, or
- Termination or expiration of this agreement.

In addition, EPA may authorize another recipient to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

30. Patents and Inventions

The EPA is a current active agency in iEdison. This T&C was updated on June 1, 2026, to reflect the requirement to submit through iEdison.

Rights to inventions made under this assistance agreement are subject to Federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at https://www.nist.gov/iedison. Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at https://www.nist.gov/iedison. EPA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other Federal laboratories, State and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property "developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories."

31. Acknowledgement Requirements for Non-Research Assistance Agreements

The recipient agrees that any reports, documents, publications, or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the Environmental Protection Agency endorse trade names or recommend the use of commercial products mentioned in this document, as well as any images, video, text, or other content created by generative artificial intelligence tools, nor does any such content necessarily reflect the views and policies of the Environmental Protection Agency."

Recipients of EPA research awards must follow the acknowledgement requirements outlined in the research T&Cs available at: https://www.nsf.gov/awards/managing/rtc.jsp. In accordance with the Research Terms and Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR §200, recipients of EPA research must abide by the research T&Cs.

32. Electronic and Information Technology Accessibility

Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through Electronic and Information Technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities.

Recipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see https://www.access-board.gov/about/policy/accessibility.html).

33. Human Subjects

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. Research is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Human subject means a living individual about whom an investigator (whether professional or student) conducting research: (i) Obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or (ii) Obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens 40 CFR 26.102(e)(l).

No research involving human subjects shall be conducted under this agreement without prior written approval of the EPA Human Subject Research Review Official (HSRRO) to proceed with that research. If engaged in human subjects' research as part of this agreement, the recipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and

additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA.

The recipient further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17A (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA HSRRO after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the recipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the recipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the EPA HSRRO via the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the EPA HSRRO via the Project Officer, even if the event is not reportable to the IRB of record.

34. Animal Subjects

The recipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131- 2156. Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at https://olaw.nih.gov/policies-laws/phs-policy.htm. For additional information about the Principles, the recipient should consult the *Guide for the Care and Use of Laboratory Animals,* prepared by the Institute of Laboratory Animal Resources, National Research Council.

35. Light Refreshments and/or Meals

(a) APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or

meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

(1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s)
(2) A description of the purpose, agenda, location, length, and timing for the event, and
(3) An estimated number of participants in the event and a description of their roles

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.
Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any discrete portion of an event or meeting, such as a reception, banquet, or another similar entertainment-oriented activity, where alcohol is served, purchased, or otherwise available as part of the discrete portion of the event or meeting, even if EPA funds are not used to purchase the alcohol. This restriction does not prohibit a recipient from using its own funds, private donations, or separate fees charged to the meeting attendees (that are not program income) for discrete portions of events or meetings, such as receptions, banquets, or another similar entertainment-oriented activity where alcohol is served.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon, or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

(b) FOR STATE CONTINUING ENVIROMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the State maintains systems capable of complying with Federal grant regulations at 2 CFR 200.432 and 2 CFR 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described in paragraph (a) above. The State may follow its own procedures without requesting prior approval from EPA. However, notwithstanding State policies, EPA funds may not be used for (1) Meetings (e.g. routine staff meetings) that do not meet the definition of "Conference" in 2 CFR 200.432, (2) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event

(including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the State is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

36. Tangible Personal Property

36.1 Reporting

Pursuant to 2 CFR 200.312 and 2 CFR 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a recipient or subrecipient upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding $10,000 not needed for any other Federally funded programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 40 CFR 35.6660 for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

36.2 Disposition

36.2.1. Most Recipients or Subrecipients. Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document, this award term, or at closeout, the recipient or subrecipient, including a subrecipient of a State or an Indian Tribe, may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other Federally funded projects whether or not the project or program continues to be supported by Federal funds.

36.2.2. State Agencies. Per 2 CFR 200.313(b), recipients that are State agencies must manage and dispose of equipment acquired under this assistance agreement in accordance with State laws and procedures.

36.2.3. Indian Tribes. Per 2 CFR 200.313(b), recipients that are Indian Tribes must manage and dispose of equipment acquired under this assistance agreement in accordance with Tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes, unless instructed otherwise on the official award document or at closeout, may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other Federally funded projects whether or not the project or program continues to be supported by Federal funds.

36.2.4. Superfund Recipients. Equipment purchased for Superfund projects under Subpart O is subject to specific disposal options in accordance with 40 CFR Part 35.6345.

37. Dual Use Research of Concern (DURC)

The recipient agrees to conduct all life science research* in compliance with *EPA's Order on the Policy and Procedures for Managing Dual Use Research of Concern* (EPA DURC Order) and *United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (iDURC Policy).* If the recipient is an institution within the United States that receives funding

through this agreement, or from any other source, the recipient agrees to comply with the iDURC Policy if they conduct or sponsor research involving any of the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If the institution is outside the United States and receives funding through this agreement to conduct or sponsor research involving any of those same agents or toxins, the recipient agrees to comply with the iDURC Policy. The recipient agrees to provide any additional information that may be requested by EPA regarding DURC and iDURC. The recipient agrees to immediately notify the EPA Project Officer should the project use or introduce use of any of the agents or toxins identified in the iDURC Policy. The recipient's Institution/Organization must also comply with USG iDURC policy and EPA DURC Order and will inform the appropriate government agency if funded by such agency of research with the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If privately funded the recipient agrees to notify the National Institutes of Health at DURC@od.nih.gov.

* "*Life Sciences Research,*" for purposes of the EPA DURC Order, and based on the definition of research in 40 CFR §26.102(d), is a systematic investigation designed to develop or contribute to generalizable knowledge involving living organisms (e.g., microbes, human beings, animals, and plants) and their products. EPA does not consider the following activities to be research: routine product testing, quality control, mapping, collection of general-purpose statistics, routine monitoring and evaluation of an operational program, observational studies, and the training of scientific and technical personnel. [Note: This is consistent with OMB Circular A-11.]

38. Research Misconduct

In accordance with 2 CFR 200.329, the recipient and subrecipient agree to notify the EPA Project Officer in writing about research misconduct involving research activities that are supported in whole or in part with EPA funds under this project. EPA defines research misconduct as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results [65 FR 76262. I], or ordering, advising or suggesting that subordinates engage in research misconduct. The recipient agrees to:

(1) Immediately notify the EPA Project Officer who will then inform the EPA Office of Inspector General (OIG) if, at any time, an allegation of research misconduct falls into one of the categories listed below:

- **A.** Public health of safety is at risk
- **B.** Agency resources or interests are threatened
- **C.** Circumstances where research activities should be suspended
- **D.** There is a reasonable indication of possible violations of civil or criminal law
- **E.** Federal action is required to protect the interests of those involved in the investigation
- **F.** The research entity believes that the inquiry or investigation may be made public prematurely so that appropriate steps can be taken to safeguard evidence and protect the rights of those involved
- **G.** Circumstances where the research community or public should be informed. [65 FR 76263.III]

(2) Report other allegations to the OIG when they have conducted an inquiry and determined that there is sufficient evidence to proceed with an investigation. [65 FR 76263. III]

39. Scientific Integrity Terms and Conditions

The recipient agrees to comply with EPA's Scientific Integrity Policy when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue. The recipient agrees to:

39.1 Scientific Products

39.1.1. Produce scientific products of the highest quality, rigor, and objectivity, by adhering to applicable EPA information quality guidelines, quality policy, and peer review policy.

39.1.2. Prohibit all recipient employees, contractors, and program participants, including scientists, managers, and other recipient leadership, from suppressing, altering, or otherwise impeding the timely release of scientific findings or conclusions.

39.1.3. Adhere to EPA's Peer Review Handbook, 4th Edition, for the peer review of scientific and technical work products generated through EPA grants or cooperative agreements which, by definition, are not primarily for EPA's direct use or benefit.

39.2 Scientific Findings

39.2.1. Require that reviews regarding the content of a scientific product that are conducted by the project manager and other recipient managers and the broader management chain be based only on scientific quality considerations, e.g., the methods used are clear and appropriate, the presentation of results and conclusions is impartial.

39.2.2. Ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by employees, contractors, and program participants, who assist with developing or applying the results of scientific activities.

39.2.3. Include, when communicating scientific findings, an explication of underlying assumptions, accurate contextualization of uncertainties, and a description of the probabilities associated with both optimistic and pessimistic projections, if applicable.

39.2.4. Document the use of independent validation of scientific methods.

39.2.5. Document any independent review of the recipient's scientific facilities and testing activities, as occurs with accreditation by a nationally or internationally recognized sanctioning body.

39.2.6. Make scientific information available online in open formats in a timely manner, including access to data and non-proprietary models.

39.3 Scientific Misconduct

39.3.1. Prohibit intimidation or coercion of scientists to alter scientific data, findings, or professional opinions or non-scientific influence of scientific advisory boards. In addition, recipient employees, contractors, and program participants, including scientists, managers, and other leadership, shall not knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty.

39.3.2. Prohibit retaliation or other punitive actions toward recipient employees who uncover or report allegations of scientific and research misconduct, or who express a differing scientific opinion. Employees who have allegedly engaged in scientific or research misconduct shall be afforded the due process protections provided by law, regulation, and applicable collective bargaining agreements, prior to any action. Recipients shall ensure that all employees and contractors of the recipient shall be familiar with these protections and avoid the appearance of retaliatory actions.

39.3.3. Require all recipient employees, contractors, and program participants to act honestly and refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C. Research misconduct does not include honest error or differences of opinion. While EPA retains the ultimate oversight authority for EPA-supported research, grant recipients conducting research bear primary responsibility for prevention and detection of research misconduct and for the inquiry, investigation, and adjudication of research misconduct alleged to have occurred in association with their own institution.

39.3.4. Take the actions required on the part of the recipient described in the EPA's Policy and Procedures for Addressing Research Misconduct, Sections 6 through 9, when research misconduct is suspected or found.

39.4 Additional Resources

For more information about the Scientific Integrity Policy, an introductory video can be accessed at: https://youtu.be/FQJCy8BXXq8. A training video is available at: https://youtu.be/Zc0T7fooot8.

40. Procurement of Synthetic Nucleic Acids and Benchtop Nucleic Acid Synthesis Equipment

The recipient must procure synthetic nucleic acids and benchtop nucleic acid synthesis equipment, as defined in the 2024 Office of Science and Technology Policy (OSTP) Framework for Nucleic Acid Synthesis Screening (Framework), from providers or manufacturers that attest to adhering to the Framework. The attestation may be posted on a public website or provided directly to the recipient upon request. The recipient must include this requirement in all lower tier agreements (for example subrecipients or subcontractors).

Public Policy Requirements

41. Civil Rights Obligations

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Certifications and Representations in SAM.gov or Standard Form 424D, as applicable.

These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing Federal and EPA regulations.

(a) Statutory Requirements

i. In carrying out this agreement, the recipient must comply with:

1) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, by entities receiving Federal financial assistance.

2) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and

3) The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

ii. If the recipient is an education program or activity (e.g., school, college, or university) or if the recipient is conducting an education program or activity under this agreement, it must also comply with:

1) Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

iii. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

1) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

(b) Regulatory Requirements

i. The recipient agrees to comply with all applicable EPA civil rights regulations, including:

1) For Title IX obligations, 40 C.F.R. Part 5; and

2) For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R Part7.

Note that for financial assistance awarded to any entity, including any subrecipient, in the State of Louisiana, pursuant to a permanent injunction issued by the U.S. District Court for the Western District of Louisiana, EPA will not impose any disparate-impact or cumulative-impact-analysis requirements under Title VI of the Civil Rights Act of 1964 in any pre-award assurances or terms and conditions accompanying the application for and receipt of this grant award.

3) The statutory and national policy requirements at 2 CFR 200.300(a).

4) For Federal awards that are subject to a Federal statute prohibiting discrimination based on sex, the Federal agency or pass-through entity must ensure that the award is administered in accordance with 2 CFR 200.300.

5) As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements as applicable, including, but not limited to collecting, maintaining, and providing upon request compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

(c) **Title VI – Limited English Proficiency (LEP) and Affirmative Compliance Obligation**

i. Recipients of EPA financial assistance shall provide services to individuals with limited English proficiency in a manner consistent with applicable Federal civil rights statutes, regulations, and Executive Orders. Recipients may refer to Executive Order 14224.

ii. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective federal civil rights compliance programs, as required by EPA's nondiscrimination regulations at 40 C.F.R. Parts 5 and 7, and ensure that it does not discriminate in its programs and activities in violation of federal civil rights laws and regulations. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented, or to otherwise demonstrate how it is meeting its Federal civil rights obligations. For further assistance on civil rights compliance, the recipient may refer to the EPA document entitled, "Civil Rights Guidance on Procedural Safeguards: Requirements and Best Practices." The Guidance can be found at: https://www.epa.gov/external-civil-rights/civil-rights-guidance-procedural-safeguards.

42. Drug-Free Workplace

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its Federal awards and keep this information on file during the performance of the award.
Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at www.ecfr.gov/.

43. Hotel-Motel Fire Safety

Pursuant to U.S.C. 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with Federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at https://apps.usfa.fema.gov/hotel/ to see if a property is in compliance, or to find other information about the Act.

44. Lobbying Restrictions

a) **This assistance agreement is subject to lobbying restrictions as described below. Applicable to all assistance agreements:**

i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR Part 200 which generally

prohibits the use of Federal grant funds for litigation against the U.S. or for lobbying or other political activities.

ii. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding $100,000 and require that subrecipients submit certification and disclosure forms accordingly.

iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the contract provisions provided in Appendix II to Part 200.

v. By accepting this award, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 as required by Section 18 of the Lobbying Disclosure Act; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

b) Applicable to assistance agreements when the amount of the award is over $100,000:

i. By accepting this award, the recipient certifies, to the best of its knowledge and belief that:

1) No Federal appropriated funds have been or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the recipient shall complete and submit the linked Standard Form -- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The recipient shall require that the language of this certification be included in the award documents for all subawards exceeding $100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ii. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

45. Recycled Paper

When directed to provide paper documents, the recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

46. Resource Conservation and Recovery Act

Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

a) Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.323, the recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds $10,000 during the course of the recipient's or the subrecipient's fiscal year or where the quantity of such items acquired in the course of the recipient's or subrecipient's preceding fiscal year was $10,000 or more. Pursuant to 40 CFR 247.2(d), the recipient or subrecipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

47. Trafficking in Persons

a) Provisions applicable to a recipient that is a private entity receiving funds under the award.

i. The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not engage in:

1) Severe forms of trafficking in persons

2) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

3) The use forced labor in the performance of this award or any subaward; or

4) Acts that directly support or advance trafficking in persons, including the following acts:

i. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from

which the employee was recruited upon the end of employment if requested by the employee, unless:

A. Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreements; or

B. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

iv. Charging recruited employees a placement or recruitment fee; or

v. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. EPA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

1) Is determined to have violated a prohibition in paragraph 47.a.i. of this award term; or

2) Has an employee that is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 47.a.i. of this award term through conduct that is either:

i. Associated with the performance under this award; or

ii. Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, ''OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non- procurement),'' as implemented by EPA at 2 CFR Part 1532.

b) Provision applicable to a recipient other than a private entity. EPA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

i. Is determined to have violated an applicable prohibition in paragraph 48.a.i. of this award term; or

ii. Has an employee that is determined to have violated a prohibition in paragraph 48.a.i. of this award term through conduct that is either:

1) Associated with the performance under this award; or

2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by EPA at 2 CFR Part 1532.

c) Provisions applicable to any recipient

- **i.** The recipient must inform the EPA and the EPA's OIG immediately of any information received from any source alleging a violation of a prohibition in paragraph 48.a.i. of this award term.
- **ii.** The EPA's right to terminate unilaterally that is described in paragraphs 48.a. and 48.b.:
  - **1)** Implements the requirements of 22 U.S.C. Chapter 78, and
  - **2)** Is in addition to all other remedies for noncompliance that are available to the EPA under this award.
- **iii.** The recipient must include the requirements of paragraph 48.a.1. of this award term in any subaward made to a private entity.
- **iv.** If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

d) Definitions. For purposes of this award term:

- **i.** "Employee" means either:
  - **1)** An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - **2)** Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- **ii.** "Private Entity" means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or States as defined in 2 CFR 200.1
- **iii.** The terms "severe forms of trafficking in persons," ''commercial sex act,'' "sex trafficking," "Abuse or threatened abuse of law or legal process," ''coercion,'' "debt bondage," and involuntary servitude" have the meanings given at section 103 of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7102).

48. Build America, Buy America – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials (effective October 23, 2023, and forward)

***Buy America Preference*.** Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the

components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

***Incorporation into an infrastructure project*.** The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

***Categorization of articles, materials, and supplies*.** An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

***Application of the Buy America Preference by category*.** An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus

allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

***Construction material standards*.** The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States." Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When supported by rationale provided in IIJA §70914, the recipient may submit a waiver request in writing to EPA. Recipients should request guidance on the submission instructions of an EPA waiver request from the EPA Project Officer for this agreement. A list of approved EPA waivers (general applicability and project specific) is available on the EPA Build America, Buy America website.

EPA may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies:

(1) applying the Buy America Preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

For questions regarding the Build America, Buy America Act requirements for this assistance agreement or to determine if there is an approved waiver in place, please contact the EPA Project Officer for this agreement.

Definitions. For legal definitions and sourcing requirements, the recipient must consult the EPA Build America, Buy America website, 2 CFR Part 184, and the Office of Management and Budget's (OMB) Memorandum M-24-02 Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

49. Required Certifications and Consequences of Fraud

Per 2 CFR 200.415(a), financial reports must include a certification that must be signed by an official who is authorized to legally bind the recipient which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

As outlined in 2 CFR 200.415(b), subrecipients of all tiers under the Federal award must certify to the pass-through entity whenever applying for funds, requesting payment, and submitting financial reports as follows:

"I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

The certifications must be maintained in accordance with the record retention requirements at 2 CFR 200.334.

50. Reporting Waste, Fraud and Abuse

Consistent with 2 CFR 200.113, the recipient and any subrecipients of this award must promptly report in writing whenever there is credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733) to the EPA Project Officer, the pass-through entity (if applicable), and the EPA Office of Inspector General (OIG). The methods to contact the EPA OIG are (1) online submission via the EPA OIG Hotline Complaint

Form; (2) email to OIG_Hotline@epa.gov; (3) phone 1-888-546-8740; or (4) mail directed to Environmental Protection Agency, Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T), Washington, DC 20460.

To support awareness of the OIG hotline, recipients and/or subrecipients receiving an EPA award or subaward of $1,000,000 or more must display EPA OIG Hotline posters in facilities where the work is performed under the grant. EPA OIG Hotline posters may be downloaded or printed or may be obtained by contacting the OIG at 1- 888-546-8740. Recipients and subrecipients need not comply with this requirement if they have established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct and have provided instructions that encourage employees to make such reports.

Recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

51. Whistleblower Protections

This award is subject is to whistleblower protections, including the protections established at 41 U.S.C. 4712 and 2 CFR 200.217 providing that an employee of the recipient or subrecipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, grant, or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract), grant. These covered persons or bodies include:

- **a.** A member of Congress or representative of a committee of Congress.
- **b.** An Inspector General.
- **c.** The Government Accountability Office.
- **d.** A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- **e.** An authorized official of the Department of Justice or other law enforcement agency.
- **f.** A court of grand jury.
- **g.** A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Consistent with 41 U.S.C. 4712(d), the recipient and subrecipients must inform their employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712. Additional information about whistleblower protections, including protections for such employees may be found at the EPA Office of Inspector General's Whistleblower Protection page.

52. Access to Records

In accordance with 2 CFR 200.337, EPA, the pass-through entity, the EPA OIG, and the Comptroller General of the United States have the right to access any records of the recipient and subrecipient pertinent to this award, to perform audits, execute site visits, or for any other official use. This right of access also includes timely and reasonable access to the recipient and subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general. This right of access shall continue as long as the records are retained.

53. Federal Anti-Discrimination Laws

By accepting this EPA financial assistance agreement, (A) the recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and (B) the recipient certifies that it does not operate any programs violating any applicable Federal anti-discrimination law or promoting any such violation.