

CONTRACT AGREEMENT BETWEEN
WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND
WEST VIRGINIA UNIVERSITY

THIS CONTRACT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and West Virginia University Research Corporation (Contractor) for the purpose of assessing the rate of tumors or other deformities found in fish in the Sheboygan River Area of Concern (AOC).

FOR AND IN CONSIDERATION of the terms and conditions contained in this contract, the above-named parties agree:

1. PERIOD OF AGREEMENT: This contract shall commence upon its signing by both parties and continue until September 30, 2018, during which period all performance as described in this contract shall be fully completed to the satisfaction of the Department. The contractor is eligible for expenses incurred from March 1, 2017.
2. CANCELLATION: The Department reserves the right to cancel this contract in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Contractor to comply with terms, conditions, and specifications of this contract.
3. ENTIRE CONTRACT; AMENDMENTS: This contract, together with the specifications in the bid request (if any) and referenced parts and amendments, shall constitute the entire agreement and previous communications or agreements pertaining to this contract are hereby superseded. Any contractual revisions including cost adjustments and time extensions may be made only by a written amendment to this contract, signed by both parties prior to the ending date of this contract.
4. ASSIGNMENT SUBCONTRACTS: Neither this contract nor any right or duty in whole or in part by the Contractor 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 Contractor of any liability or obligation expressed and agreed to hereunder.
5. DESCRIPTION OF WORK: The Contractor agrees to perform the following services to the satisfaction of the Department as described in the attached Scope of Work.
6. AGENCY CONTACTS: All communications regarding this contract will be made through the designated agency contacts. The designated contacts are:

Contractor - Dr. Patricia Mazik, PhD
West Virginia Cooperative Fish and Wildlife Research Unit
West Virginia University/Division of Forestry and Natural Resources
P.O. Box 6125
Morgantown, WV 26506-6125
(304) 293-4943

pmazik@wvu.edu

AND

Dr. Vicki Blazer, PhD
U.S. Geological Survey
Fish Health Branch, Leetown Science Center
11649 Leetown Road
Kearneysville, WV 25430
(304) 724-4434
vblazer@usgs.gov

Department - Eric Evensen, Sheboygan River Area of Concern Coordinator
Wisconsin Department of Natural Resources
1155 Pilgrim Road
Plymouth, WI 53073
(920) 893-8527
Eric.Evensen@Wisconsin.gov

7. TERMINATION:

- A. This contract may be terminated in whole, or in part, in writing by the Department in the event of substantial failure of the Contractor to fulfill its obligation under this contract, provided, that the Department shall give the Contractor not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.
- B. If termination is effected by the Department, an equitable adjustment in the price provided for in this contract shall be made. Any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of the Contractor's default. The equitable adjustment for any termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which had become firm prior to the termination.
- C. Upon receipt of a termination action pursuant to paragraph A above, the Contractor 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, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this contract, whether completed or in process.
- D. Upon termination pursuant to paragraph A. above, the Department may take over the

work and prosecute the same to completion by agreement with another party or otherwise and the Contractor is liable for any excess costs for such similar work or services.

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

8. **PAYMENT:** The Department agrees to reimburse the Contractor up to a total of \$74,106 for the cost identified in the Scope of Work. The contractor is eligible for expenses incurred from March 1, 2017.

Billings by the Contractor shall be made on a quarterly itemized basis for the actual net costs incurred for review and acceptance. Invoices should be sent to:

Emily Punke
Wisconsin Department of Natural Resources
Office of Great Waters – OGW/3
P.O. Box 7921
Madison, WI 53707
Emily.Punke@Wisconsin.gov

AND

Eric.Evensen@Wisconsin.gov

Final invoices must be submitted within 60 days after the end of the contract.

9. **RECORDS; ACCESS:** The Contractor shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents, and other evidence directly pertinent to performance on work under this contract in accordance with generally accepted accounting principles and practices. The Contractor 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, the U.S. Environmental Protection Agency – Region V Great Lakes National Program Office, their agents and their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Contractor shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
10. **INDEPENDENT CONTRACTOR:** The Contractor is an Independent Contractor for all purposes and is not an employee or agent of the Department.

11. **INDEMNIFICATION**: The Contractor agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) 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 omissions of Contractor's employees, agents or representatives.
12. **INSURANCE**: The Contractor performing services for the State of Wisconsin shall:
 - A. Maintain worker's compensation insurance 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 agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - C. Provide an insurance certificate indicating this coverage, counter-signed by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.
 - D. The state reserves the right to require higher or lower limits where warranted.
13. **NONDISCRIMINATION**: In connection with the performance of work under this contract, the Contractor 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 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 Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor 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 Contractor being declared an "ineligible" contractor, termination of the contract or withholding of payment.
14. **AFFIRMATIVE ACTION**: If this contract is for an amount of fifty thousand dollars (\$50,000) or more the Contractor agrees to submit a written affirmative action plan to the Department within 15 business days after the contract commences if an acceptable plan is not already on file with the State of Wisconsin. (Contractors with an annual work force of fewer than fifty employees are exempted from this requirement.) 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.

15. GUARANTEED DELIVERY: Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the Department's administrative costs.
16. FUNDING SOURCE: This contract is funded in part or wholly by a grant from the U.S. Environmental Protection Agency, CFDA #66.469. This procurement will be subject to regulations contained in 2 CFR 200.338 & 200.339 (formerly 40 CFR Parts 31 and 40 and OMB Circular 133). Neither the United States nor the U.S. Environmental Protection Agency is a party to this agreement.
17. APPLICABLE LAW: This contract shall be governed by the laws of the State of Wisconsin. The Contractor shall at all times comply with all federal, state and local laws, ordinances, and regulations in effect during the period of this contract.
18. ANTITRUST ASSIGNMENT: The Contractor and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Contractor hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
19. PAYMENT TERMS AND INVOICING: Payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following:
 - A. The date specified on a properly completed invoice for the amount specified in the order or contract, or
 - B. Within thirty (30) days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or contract or within thirty (3) days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within ten (10) working days after it receives the invoice of the reason it is improperly completed.
20. 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. However, it is exempt from payment of all federal tax and Wisconsin sales or use tax on its purchases. The State of Wisconsin does not issue a tax exempt number for state agencies. The Department may be subject to other states' taxes on its purchases in that state depending on the laws and of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
21. TAX DELINQUENCY: Contractors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

22. ADDENDUM: Additional conditions are attached as Addendum A, as part of the federal Grant Agreement No. GL-00E01312, funding this award. It is the responsibility of the contractor to determine which, if any, of the Federal Administrative Conditions in Addendum A may be relevant to the contractor or their sub awards, and to apply them accordingly.

The undersigned, as representatives of their respective agencies, hereto agree to this contract.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Date _____

By _____
Cathy Stepp, Secretary

WEST VIRGINIA UNIVERSITY RESEARCH
CORPORATION

Date _____

By _____
Alan B. Martin, Secretary

PENDING APPROVAL

Scope of Work

Project Title:

Data Collection and Analysis to Address BUI 4 (Fish Tumors and Other Deformities)
Within the Sheboygan River Area of Concern 2017

Applicant name:

Dr. Patricia Mazik, PhD
West Virginia Cooperative Fish and Wildlife Research Unit
West Virginia University/Division of Forestry and Natural Resources
P.O. Box 6125
Morgantown, WV 26506-6125
(304) 293-4943
pmazik@wvu.edu

and

Dr. Vicki Blazer, PhD
U.S. Geological Survey
Fish Health Branch, Leetown Science Center
11649 Leetown Road
Kearneysville, WV 25430
(304) 724 4434
vblazer@usgs.gov

DNR Project Contact:

Eric Evensen, Sheboygan River Area of Concern Coordinator
Wisconsin Department of Natural Resources
1155 Pilgrim Road
Plymouth, WI 53073
(920) 893-8527
Eric.Evensen@wisconsin.gov

Proposed Work:

In 1985, the lower Sheboygan River and Harbor were designated an Area of Concern (AOC) because of water quality and habitat problems associated with the historical discharge of pollutants into the AOC. The Sheboygan River AOC encompasses the lower Sheboygan River downstream from the Sheboygan Falls Dam, including the entire harbor. Pollutants of concern, both conventional and toxic, have been identified as suspended solids, fecal coliform bacteria, phosphorus, nitrogen, polychlorinated biphenyls (PCBs), polynuclear aromatic hydrocarbons (PAHs) and heavy metals. The high levels of nutrients, solids and toxics entering the river had caused a series of problems including nuisance algal blooms, fish consumption advisories and contaminated sediments. The pollutant discharges also were suspected of contributing to the degradation of wildlife, fish, benthos and plankton populations and the reduction in fish and wildlife habitat.

Fish Tumors and Other Deformities is one of nine Beneficial Use Impairments (BUI) in the Sheboygan River AOC. Fish health assessments were conducted by the Wisconsin Department of Natural Resources (WDNR) on white suckers in the AOC in 1994. The research concluded that white suckers residing in the lower Sheboygan River were exposed to and absorbed significant amounts of PCBs and PAH, and exhibited biochemical, histological and hematological alterations, suggesting impaired fish condition. In 2012, fish tumor prevalence was assessed to better understand current environmental conditions. The assessment showed the tumor prevalence in the Sheboygan River AOC was at 8.3% which fell short of the target of 5% or less. Following all the remediation efforts that took place in 2012 and 2013 it is time to reassess the Sheboygan River AOC in 2017 to determine whether the fish tumor BUI can be removed or is at least trending in the right direction.

This project will assess the rate of tumors or other deformities found in fish in the Sheboygan River AOC to determine if a beneficial use impairment exists. White sucker (*Catostomus sp.*) is the species that will be sampled. Choice of the appropriate indicator fish species to sample was determined by IJC guidance and likelihood of reaching the intended sample size. Both bullheads (*Ameiurus sp.*) and suckers (*Catostomus sp.*) are specifically mentioned in the IJC 1991 BUI definition and have demonstrated increased tumor rates in association with contaminants. The density of brown bullhead is likely low in the Sheboygan AOC and therefore white suckers will be targeted for sampling.

The overall project is coordinated by Wisconsin Department of Natural Resources (WI DNR). The strategy for statistically determining if the fish tumor BUI can be delisted will be to conduct intensive sampling within the AOC to determine, with a known level of certainty, whether the tumor incidence rate is below established target levels (5%) for the appropriate fish species.

Justification:

Historic industrial pollution within the AOC has led to contamination of fish, waterfowl and other wildlife. The fish tumors or deformities have been associated with chemical contaminants. This project does not seek to correct any habitat impairment, but rather to assess if beneficial use impairment still exists.

Project Goals:

Determine tumor incidence rate in the Sheboygan River AOC for consideration of removal of the fish tumor BUI.

Fulfill one of the required steps identified in the Sheboygan AOC Delisting Targets towards removing this BUI.

Field Methods:

Two hundred age 3+ white suckers will be collected within the AOC by electrofishing or fyke/trap nets. Fish collection will be conducted by the WI DNR or associated contractors such as University of Wisconsin-Madison. Personnel from the USGS

National Fish Health Laboratory (NFHRL), Kearneysville and West Virginia University (WVU), under the direction of Dr. Vicki Blazer will conduct collection of samples for the fish health assessments. Fish will be anesthetized, weighed and measured. A comprehensive necropsy-based assessment (Goede and Barton 1990; fferty and Grazio 2007) will be completed on each fish and any abnormalities documented. Pieces of body surface (including lips and fins) abnormalities will be removed and fixed. Livers will be cut into pieces 2-3 cm in size and at least 7 pieces placed in fixative. If there are areas of discoloration, raised areas, white spots etc. pieces will include the abnormalities as well as some normal tissue. In addition, any other organs (gill, gonad, kidney, spleen) that appear abnormal will be preserved. Fixed tissue will be maintained at room temperature and transported to the NFHRL. Otoliths will be removed and age will be subsequently estimated. This project will follow the same QAPP as the 2012 study in which the same work was performed.

Laboratory Analyses:

Histology slide preparations will be completed in the Histology Laboratory at the U.S. Geological Survey's National Fish Health Research Laboratory, Kearneysville, WV. The histology laboratory is equipped with all the necessary equipment and is operated under the direction of a board certified histotechnician. Standard operating procedures for the necropsy procedure and the slide preparations will be followed and are on file at the NFHRL. The fixed tissue samples will be examined for any abnormalities at the microscopic level. Numerous histopathological changes have been used as biomarkers of exposure and/or environmental stress (Myers and Fournie 2002; Stentiford et al. 2003; Au 2004; Lyons et al 2004). These include proliferative, preneoplastic and neoplastic changes in the skin and liver (Blazer et al. 2006; Blazer et al. 2007; Blazer et al. 2017). Neoplastic changes in the skin include papillomas, squamous cell carcinomas and melanomas and within the liver include hepatic cell adenomas and carcinomas as well as the biliary cholangiomas and cholangiocarcinomas. In addition, potential preneoplastic changes such as hyperplasia in the skin, bile duct hyperplasia and altered foci in the liver will be documented. Nonneoplastic changes such as the accumulation of ceroid/lipofuscin or macrophage aggregates (Fournie et al. 2001; Raldua et al. 2008), inflammatory changes, presence of parasites and other abnormalities (Wolf and Wolfe 2005) will also be documented.

Data Management and Analyses:

Microscopic changes will be assessed by both Vicki S. Blazer, PhD and Heather Walsh, a PhD student at WVU. Results will be compared and consensus reported. Morphometric measurements and field observations are entered onto a field data sheet and each fish is given a unique identifier in the field, which is maintained throughout the project. All data will be entered into a database. Prevalence of individual observation/abnormalities will be determined. Data will be maintained on Dr. Blazer's computer as well as on a network drive and at the end of the project a data release will be compiled.

Project location:

Sheboygan River Area of Concern, Sheboygan County, Wisconsin

Budget:

Expense	Total cost
Personal	\$51,164.00
PhD Graduate Stipend and benefits (6 months)	\$10,878.00
Fringe (7.0%)	\$761.00
Histology Technician Salary (6 months)	\$32,004.00
Fringe (23.5%)	\$7,521.00
Equipment	
Supplies	\$6,000.00
Field Supplies (fixative, syringes, needles, tubes/containers, etc.)	\$2,000.00
Histology Analyses Supplies (mounting media, blades, slides, stains, coverslips, etc.)	\$4,000.00
Contractual	
Travel (3 people)	\$1,650.00
Hotel 4 Nights (\$100/night)	\$1,200.00
Per diem (\$50/day)	\$450.00
Total Direct Cost	\$58,814.00
Indirect cost (26%)	\$15,292.00
Total Cost	\$74,106.00

Timetable:

Start Date: March 1, 2017

End Date: September 30, 2018

April – June 2017	Conduct field sampling
June – December 2017	Preparation of histopathology slides, assessment of microscopic pathology and initial data reporting of liver and skin tumors
July 10, 2017	Quarterly update
October 9, 2017	Quarterly update
January 8, 2017	Quarterly update
March 31, 2018	Final Report and associated data files on liver and skin tumors provided to the WDNR
July 10, 2018	Quarterly update

September 30, 2018

Journal article written from this project provided to the
WDNR

Deliverables:

4 Quarterly Updates – Quarterly updates should include brief description of what has been completed and any updates or project developments that need to be reported.

Final Report – Final Report should include a project summary followed by introduction, methods, results and discussion sections that outline the work and results completed.

Liver and Skin Tumor Data – Associated data files on liver and skin tumors will be provided to the WDNR.

Journal Article – A peer reviewed journal article will be provided to the WDNR upon its completion.

Attachment A

EPA Administrative Conditions*

Grant No. GL-00E01312

Menekaunee Harbor, Sheboygan River AOC Verification and other AOC Assessments

***Note: General Terms and Conditions, Item 1, apply for this funding and are available on their EPA website http://www.epa.gov/ogd/general_t_c.pdf**

These additional conditions "General Terms and Conditions" are attached.

Administrative Conditions

1. GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the applicable EPA general terms and conditions available at: <http://www.epa.gov/ogd/tc.htm>. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited below.

2. DBE - STATE AGENCY WITH ESTABLISHED GOALS

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The Wisconsin Department of Natural Resources has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: CONSTRUCTION 8%; SUPPLIES 8%; SERVICES 8%; EQUIPMENT 8%

WBE: CONSTRUCTION 8%; SUPPLIES 8%; SERVICES 8%; EQUIPMENT 8%

Negotiating Fair Share Objectives/Goals

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following 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. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

- (a) there are any funds budgeted in the contractual, equipment or construction lines of the award;
- (b) \$3,000 or more is included for supplies; or
- (c) there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items (a) and (b).

This award meets one or more of the conditions as described above, therefore, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due within 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to:

**Adrienne M. Callahan, Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604**

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program 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. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

3. INDIRECT COST - PARTIAL RATE

The effective period of the recipient's current Federally approved indirect cost rate is from **July 01, 2013** to **June 30, 2014**. For indirect costs incurred after this effective period and during the current assistance

agreement budget period, the recipient will not charge nor claim for reimbursement any indirect costs until an acceptable indirect cost rate has been negotiated with the cognizant Federal Agency. The recipient must submit a copy of the Indirect Cost Rate Negotiation Agreement to the EPA, Region 5, Acquisition and Assistance Branch within 30 days after the indirect cost rate has been accepted, in order to be eligible to claim indirect costs against this assistance agreement.

4. PARTIAL OBLIGATION

This action approves the workplan and anticipated total budget of **\$6,565,382** proposed in the application dated January 31, 2014. Federal funds obligated to date, in the amount of **\$4,416,825**, represent less than the full federal share, **\$6,565,382** of the anticipated total budget. Subject to appropriations and availability of federal funds, the balance of the federal share will be awarded at a later date. Should additional federal funds not be available or reductions of obligated amounts be required, the federal and nonfederal shares as well as the approved workplan will be adjusted accordingly in a future agreement amendment.

5. UNLIQUIDATED OBLIGATIONS - INTERIM FFR - PART 31 RECIPIENTS

Submission of interim Federal Financial Reports

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter.

The following reporting period end date shall be used for interim reports: 9/30.

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/financial/>.

All FFRs must be submitted to the Las Vegas Finance Center: **USEPA LVFC
4220 S. Maryland Pkwy
Bldg C, Ste 503
Las Vegas, NV 89119**

or by Fax to: 702-798-2423;
or via email at LVFC-Grants@epa.gov.

The LVFC 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.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

Programmatic Conditions

1. ENVIRONMENTAL RESULTS - RECIPIENT PERFORMANCE REPORTING

Recipients subject to 40 C.F.R. Part 31 (other than recipients of State or Tribal Program grants under 40 C.F.R. Parts 35 Subparts A or B).

Performance Reports:

In accordance with 40 C.F.R. Part §31.40, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems, delays

or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

2. QUALITY SYSTEM DOCUMENTATION

This project has been determined to involve use of existing environmental data or collection of new environmental data (use or collection of environmental data). Acceptable Quality System Documentation must be submitted to the EPA Project Officer within 90 days of the acceptance of this agreement. The recipient **may not incur cost** for work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology until the EPA Project Officer, in concert with the EPA Quality Manager, has approved the Quality System Documentation.

3. MEETINGS / CONFERENCES / TRAVEL COSTS

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be approved by the EPA Project Officer in advance. Although the EPA Project Officer may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, needs to obtain prior approval from an EPA Project Officer. Specifically, at least 45 days in advance, the recipient shall request approval of the EPA Project Officer for any travel plans not previously anticipated and not previously approved as part of this assistance agreement by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and estimated travel costs. The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient agrees that any travel requiring an increase in grant funds or a rebudgeting of funds from other cost categories of the approved budget must be approved in writing and/or by formal amendment to this agreement as applicable. In addition, the recipient understands that any international travel requires written prior approval by EPA since such travel requires clearance by EPA's Office of International Affairs and in certain instances, the US Department of State. The recipient understands that if it incurs travel costs of any kind without EPA's prior approval, it does so at its own risk.

4. SIGNAGE

The recipient shall ensure that a visible project identification sign (with the Great Lakes Restoration Initiative logo provided by the EPA Project Officer) is erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding. The recipient will determine the design, placement, and materials for each sign. The GLRI logo should be accompanied with the statement indicating that the WDNR received financial support in the amount of \$6,565,382 from the EPA.

5. REPORTING

[A] Great Lakes Accountability System Reporting: The recipient shall ensure that applicable information is reported **quarterly** into the "Great Lakes Accountability System (GLAS)" database pertaining to its contributions (including those from contracts and grants) to Goals, Objectives, and Measures under the GLRI Action Plan. Quarterly reporting means the first full quarter after the issuance of award and quarterly thereafter, **starting with July 2014**. (January, April, July, and October, of each year for the preceding quarter).

Recipients and sub-recipients (contractors, sub-awardees, etc.) shall be responsible for entering their project information into the GLAS database using specified formats and timeframes.

[B] Semi-annual progress reports: In addition to quarterly GLAS reporting, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by April 30 and September 30 of each year, **starting with September 30, 2014** through the life of the assistance agreement. Progress reports shall document progress under the project in writing and in pictures. Online application materials provide a suggested outline, addressing:

(<http://www.epa.gov/greatlakes/fund/applicationpac/Management/ProgressReport.pdf>)

- (1) work accomplished for the period, quantifying results;
- (2) Object Class Category changes;

- (3) corrective actions;
- (4) projected new work;
- (5) percent completion of scheduled work;
- (6) percent of budgeted amounts spent;
- (7) any change in principal investigator;
- (8) any change needed in project period,
- (9) date and amount of latest drawdown request; and
- (10) delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The reports must contain information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement.

[C] Final Report: The Final Report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, and a compilation of the data collected. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date. Electronic and paper versions of the **Final Report shall be submitted no later than 90 days after the end of the project period.** All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

- A database (Excel or similar format) of field and laboratory data including but not limited to lat-long, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates
- Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

[D] Geospatial Data Reporting:

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

Location information (address information, latitude and longitude values, coverage, geospatial metadata, and other coordinate information) shall be reported for all areas of interest in this agreement (ex: sampling sites/areas, restoration sites/areas, etc.) according to the format available at http://www.epa.gov/nerlesd1/ggc/pdf/epa_natl_geo_data_policy.pdf. Each Sample (for example concentrations of nitrate in water sample) shall include corresponding latitude and longitude information for the specific sample location. All reports and supplemental data, text, and graphics shall be submitted to the EPA Project Officer in digital format as follows:

- [a] Original electronic copy on CD or Email Attachments. Macintosh and Windows are acceptable. All major word processing and desktop publishing formats are acceptable. Digital graphics should be submitted in their original form. Any special fonts used within the document should also be provided, **OR** [b] Hypertext markup language, (HTML) **OR** [c] "PDF" version.

Contact Pranas Pranckevicius (pranckevicius.pranas@epa.gov, (312) 353-3437) or Kenneth Klewin (klewin.kenneth@epa.gov, (312) 886-4794) with questions or to receive environmental monitoring data format. http://www.epa.gov/glnpo/monitoring/data_proj/glenda/index.html

All data, including geospatial data should be collected, acquired, processed, documented, stored, accessed, maintained, and retired through the use of complete, consistent, and integrated metadata.

6. TIMELY FISCAL EXPENDITURES

The recipient must ensure funds are expended timely commensurate to the progression of Project Activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must notify the

EPA Project Officer of potential drawdown delays that exceed 180 days.

7. HEALTH, SAFETY, AND ENVIRONMENTAL COMPLIANCE

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

8. DISPOSITION OF WASTES

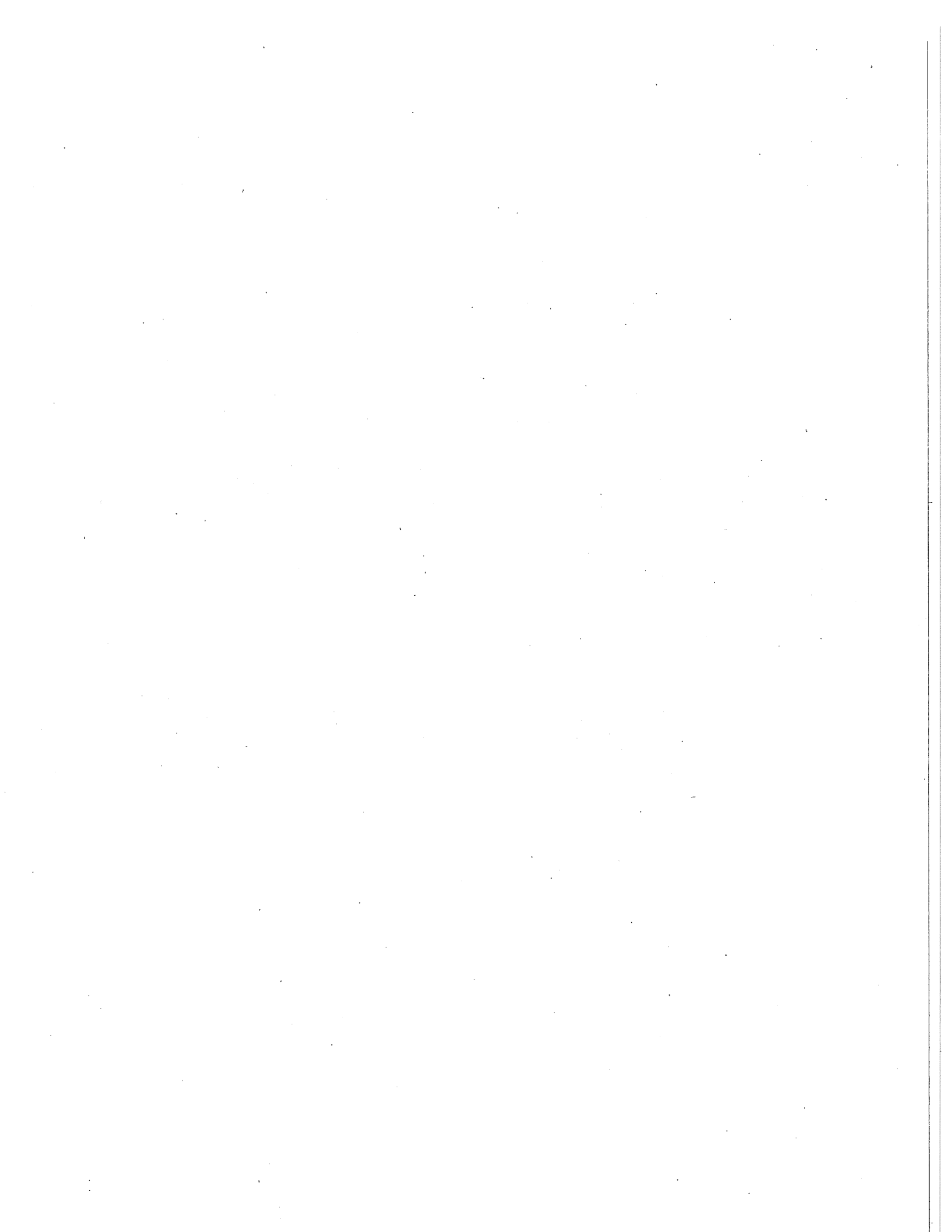
Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

9. BEST MANAGEMENT PRACTICE

Recipient agree to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications.

10. INCREMENTAL GRANT FUNDING

For grants involving incremental funding, EPA awards for the balance of the total budget at a later date is subject to appropriations and availability of federal funds, changes in Program Office priorities, and satisfactory progress as certified by the EPA Project Officer upon review of the project and progress reports. If additional funds are not available in subsequent years following the initial award, it is understood that the scope of work and the federal and non-federal shares will be renegotiated to reflect the amount awarded. The work done by the recipient must be severable such that upon completion of the work funded by each increment, lasting environmental progress, commensurate with the amount of obligated funds, has been achieved. That progress must advance the purposes of the award and support achievement of the goals, objectives, and/or targets of the Great Lakes Restoration Initiative.



EPA General Terms and Conditions
Applicable to 40 CFR Part 30 and 31 Recipients
Effective January 13, 2014

1. Introduction

The recipient and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or 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 general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 40 CFR 30.2 and 31.43.

2. Uniform Administrative Requirements

This award is subject to the requirements of the Uniform Administrative Requirements for Grants and Agreements; Title 40 CFR, Part 30 for Institutions of Higher Education, Hospitals and Other non-Profit Organizations or Part 31 for State and Local Governments.

3. Allowable Costs

As outlined in Title 40 CFR, Parts 30.27 or 31.22, as applicable, allowable costs shall be determined in accordance with the cost-principles (i.e. OMB Circulars A-21, A-87, A-122 or the Federal Acquisition Regulation at 48 CFR Part 31) applicable to the entity incurring the costs.

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.

5. Payment Methods

The Debt Collection Improvement Act of 1996 requires that Federal payments be made by electronic funds transfer. In order to comply with the Act, a recipient must receive payments via one of two electronic methods available to them:

- 5.1. Automated Standard Application for Payments (ASAP).** The ASAP system is the preferred method of payment for EPA grantees. ASAP enrollment is highly encouraged for organizations that have multiple grants/cooperative agreements and for those with a frequent need to request funds. If the recipient uses multiple bank accounts for EPA grants/cooperative agreements, the recipient must enroll in ASAP. To enroll in ASAP, please complete the ASAP Initiate Enrollment form located at: <http://www2.epa.gov/financial/forms> and email it to LVFC-grants@epa.gov or fax it to LVFC at 702-798-2423.

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 funds are credited to the account at the financial institution of the recipient organization identified on the recipient's ASAP enrollment application. Additional information concerning ASAP and enrollment can be obtained by contacting the EPA Las Vegas Finance Center, at 702-798-2485, or by visiting: www.fms.treas.gov/asap.

- 5.2. Electronic Funds Transfer (EFT).**

Under this payment mechanism, the EPA Las Vegas Finance Center will obtain the recipient's banking information from the System for Award Management (SAM). Once the agreement is awarded and no restrictions are identified by the awarding office, a Las Vegas Finance Center Representative will send the recipient an email message with the EFT Control Number and payment information. Additional information concerning EFT can be obtained by contacting the EPA Las Vegas Finance Center at 702-798-2485, or by visiting: <http://www2.epa.gov/financial/grants>.

NOTE: If the banking information is not correct or changes at any time prior to the end of this agreement, the recipient must update the organization's SAM registration and notify the EPA Las Vegas Finance Center as soon as possible. This is vital to ensure proper and timely deposit of funds.

6. Payment Drawdown

The recipient agrees to draw cash only as needed for its disbursement. Failure on the part of the recipient to comply with this condition may cause the undisbursed portions of the assistance agreement to be revoked or financing method changed to a reimbursable basis.

Selected Items of Cost

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).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, 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 40 CFR 30.27(b) or 31.36(j).

8. Establishing and Managing Subawards

The recipient agrees to:

- 8.1. Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.
- 8.2. Establish all subaward agreements in writing;
- 8.3. Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
- 8.4. Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- 8.5. Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are allowable, reasonable and allocable;
- 8.6. Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- 8.7. Monitor the performance of their subrecipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- 8.8. Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- 8.9. Ensure that any questions about subrecipient eligibility or other issues pertaining to subawards are addressed to the recipient's EPA Project Officer, as appropriate. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section

210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and http://www.whitehouse.gov/omb/financial_fin_single_audit.

8.10. Be responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

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.

Reporting and Additional Post-Award Requirements

10. Central Contractor Registration/System for Award Management and Universal Identifier Requirements

10.1. **Requirement for System for Award Management (SAM)** Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of the organization's information in SAM until the submittal of the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

10.2. **Requirement for Data Universal Numbering System (DUNS) numbers.** If the recipient is authorized to make subawards under this award, the recipient:

10.2.1. Must notify potential subrecipients that no entity (definition paragraph 10.3 of this award term) may receive a subaward unless the entity has provided its DUNS number.

10.2.2. May not make a subaward to an entity unless the entity has provided its DUNS number.

10.3. **Definitions.** For the purposes of this award term:

10.3.1. **System for Award Management (SAM)** means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site: <https://www.sam.gov>.

10.3.2. **Data Universal Numbering System (DUNS) number** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10.3.3. **Entity**, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

10.3.3.1. A Governmental organization, which is a State, local government, or Indian tribe;

10.3.3.2. A foreign public entity;

10.3.3.3. A domestic or foreign nonprofit organization;

10.3.3.4. A domestic or foreign for-profit organization; and

10.3.3.5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

10.3.4. **Subaward:**

10.3.4.1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

10.3.4.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

10.3.4.3. A subaward may be provided through any legal agreement, including an agreement that the recipient considers a contract.

10.3.5. **Subrecipient** means an entity that:

10.3.5.1. Receives a subaward from the recipient under this award; and

10.3.5.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

11. Reporting Subawards and Executive Compensation

11.1. Reporting of first-tier subawards.

11.1.1. **Applicability.** Unless the recipient is exempt as provided in paragraph 11.4. of this award term, the recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph 11.5 of this award term).

11.1.2. **Where and when to report.** (1) The recipient must report each obligating action described in paragraph 11.1.1 of this award term to www.fsrc.gov. (2) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation 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.)

11.1.3. **What to report.** The recipient must report the information about each obligating action as described in the submission instructions available at: <http://www.fsrc.gov>.

11.2. Reporting Total Compensation of Recipient Executives.

11.2.1. **Applicability and what to report.** The recipient must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if:

11.2.1.1. the total Federal funding authorized to date under this award is \$25,000 or more;

11.2.1.2. 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 financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); (ii.) and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

11.2.1.3. 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. (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/excomp.htm>.)

11.2.2. **Where and when to report.** The recipient must report executive total compensation described in paragraph 11.2.1 of this award term: (i.) As part of the registration Central System for Award Management profile available at www.sam.gov. (ii.) By the end of the month following the month in which this award is made, and annually thereafter.

11.3. Reporting of Total Compensation of Subrecipient Executives.

11.3.1. **Applicability and what to report.** Unless exempt as provided in paragraph 11.4. of this award term, for each first-tier subrecipient under this award, the recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

11.3.1.1. 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 financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (ii.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

11.3.1.2. 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. (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>.)

11.3.2. Where and when to report. The recipient must report subrecipient executive total compensation described in paragraph 11.3.1. of this award term:

11.3.2.1. To the recipient.

11.3.2.2. By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the recipient must report any required compensation information of the subrecipient by November 30 of that year.

11.4. Exemptions

11.4.1. 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:

11.4.1.1. subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

11.5. Definitions. For purposes of this award term:

11.5.1. Entity means all of the following, as defined in 2 CFR part 25: (i.) A Governmental organization, which is a State, local government, or Indian tribe; (ii.) A foreign public entity; (iii.) A domestic or foreign nonprofit organization; (iv.) A domestic or foreign for-profit organization; (v.) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

11.5.2. Executive means officers, managing partners, or any other employees in management positions.

11.5.3. Subaward:

11.5.3.1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that the recipient award to an eligible subrecipient.

11.5.3.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

11.5.3.3. A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.

11.5.4. Subrecipient means an entity that:

11.5.4.1. Receives a subaward from the recipient under this award; and

11.5.4.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

11.5.5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

11.5.5.1. Salary and bonus.

11.5.5.2. Awards of stock, stock options and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

11.5.5.3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

- 11.5.5.4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 11.5.5.5. Above-market earnings on deferred compensation which is not tax-qualified.
- 11.5.5.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

12. Final Federal Financial Report (FFR)

Pursuant to 40 CFR 30.52(a)(1) and 30.71(a) or 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a final Federal Financial Report (FFR, SF-425) to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at: <http://www2.epa.gov/financial/forms>. All FFRs must be submitted to the Las Vegas Finance Center (LVFC) via email LVFC-grants@epa.gov or fax at 702-798-2423.

The LVFC 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.

13. Audit Requirements

In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$500,000 or more in total Federal funds in their fiscal year.

The recipient must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the recipient's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

14. Equipment Disposition

- 14.1. **Most Recipients.** Unless instructed otherwise on the official award document or this award term, the recipient 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. The provisions of 40 CFR Parts 30.34 and 31.32 remain, as applicable.
- 14.2. **State Agencies.** Per 40 CFR Part 31.32, state agencies may manage and dispose of equipment acquired under this assistance agreement in accordance with state laws and procedures.
- 14.3. **Superfund Recipients.** Equipment purchased under Superfund projects is subject to specific disposal options in accordance with 40 CFR Part 35.6345.

15. Suspension and Debarment

Recipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows recipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

Programmatic General Terms and Conditions

16. 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.

17. Copyrighted Material and Data

In accordance with 40 CFR 30.36 and 31.34, 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.

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 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 grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

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

- the selection of another grantee 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 grantee 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.

18. 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 <http://www.access-board.gov/sec508/guide/index.htm>).

19. Light Refreshments and/or Meals

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.

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.

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 301-74.11)

Public Policy Requirements

20. 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) Standard Form 424B 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 EPA regulations.

20.1. Statutory Requirements

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

- 20.1.1.1.** Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- 20.1.1.2.** Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
- 20.1.1.3.** The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

20.1.2. If the recipient is conducting an education program under this agreement, it must also comply with:

- 20.1.2.1.** 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.

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

- 20.1.3.1.** 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.

20.2. Regulatory Requirements

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

- 20.2.1.1.** For Title IX obligations, 40 C.F.R. Part 5; and

20.2.1.2. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.

20.2.1.3. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.

20.3. TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

20.3.1. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf.

20.3.2. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>.

20.3.3. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. 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 Title VI obligations.

21. 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 <http://ecfr.gpoaccess.gov/>.

22. Hotel-Motel Fire Safety

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 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 <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

23. Lobbying and Litigation

23.1. All Recipients.

23.1.1. 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 their respective Cost Principles (OMB Circulars A-21, A-87 and A-122), which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

23.1.2. 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.

23.1.3. 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.

23.2. 40 CFR Part 30 recipients. Institutions of Higher Education, Hospitals and Other non-Profit Organizations.

23.2.1. All contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix at Title 40 CFR Part 30.

23.2.2. Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; 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.

24. 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.

25. Resource Conservation and Recovery Act

Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 40 CFR 30.16, 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.

Consistent with section 6002 of RCRA, State agencies or agencies of a political subdivision of a State 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 a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient 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.

26. Trafficking in Persons

26.1. Provisions applicable to a recipient that is a private entity.

26.1.1. The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not—

26.1.1.1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

26.1.1.2. Procure a commercial sex act during the period of time that the award is in effect; or

26.1.1.3. Use forced labor in the performance of the award or subawards under the award.

26.1.2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if the recipient or a subrecipient that is a private entity —

26.1.2.1. Is determined to have violated a prohibition in paragraph 26.1 of this award term; or

26.1.2.2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 26.1 of this award term through conduct that is either—

26.1.2.2.1. Associated with performance under this award; or

26.1.2.2.2. 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 Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our Agency at 2 CFR 1532.

- 26.2. Provision applicable to a recipient other than a private entity.** EPA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- 26.2.1.** Is determined to have violated an applicable prohibition in paragraph 26.1. of this award term; or
 - 26.2.2.** Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 26.1 of this award term through conduct that is either—
 - 26.2.2.1.** Associated with performance under this award; or
 - 26.2.2.2.** 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 1532
- 26.3. Provisions applicable to any recipient.**
- 26.3.1.** The recipient must inform the EPA immediately of any information received from any source alleging a violation of a prohibition in paragraph 26.1 of this award term.
 - 26.3.2.** Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - 26.3.2.1.** Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 26.3.2.2.** Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 26.3.3.** The recipient must include the requirements of paragraph 26.1 of this award term in any subaward made to a private entity.
- 26.4. Definitions.** For purposes of this award term:
- 26.4.1.** “Employee” means either:
 - 26.4.1.1.** An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 26.4.1.2.** Another person engaged in the performance of the project or program under this award and not compensated by you 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 or matching requirements.
 - 26.4.2.** “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 26.4.3.** “Private entity”:
 - 26.4.3.1.** Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - 26.4.3.2.** Includes:
 - 26.4.3.2.1.** A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - 26.4.3.2.2.** A for-profit organization.
 - 26.4.4.** “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

