

REQUEST FOR PROPOSALS

Consultant Services to Perform Brownfield Assessments

LAKES REGION PLANNING COMMISSION
BROWNFIELD ENVIRONMENTAL SITE ASSESSMENT PROGRAM

PROPOSAL DEADLINE: 4:00 PM, January 26, 2024

Prepared by:

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**Request for Proposals:
LAKES REGION BROWNFIELD ENVIRONMENTAL SITE ASSESSMENT PROGRAM**

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**REQUEST FOR PROPOSALS
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RFP TIMELINE

RFP publicly noticed	November 3, 2023
Deadline for questions	November 17, 2023
LRPC responses to questions	November 22, 2023
Application deadline	January 26, 2024 4:30 p.m.
Evaluation and ranking of proposals (including interviews)	Week of February 12, 2024
Recommendation to LRPC Board	TBD
Execution of Agreement and other legal documents	As soon as practicable after Board approval of recommendation

Each submission must consist of an original and five (5) copies of the complete proposal package, each submitted in a three-ring binder, clearly labeled with the name of the applicant on the cover, and mailed to: Jeffrey R. Hayes, Executive Director, Lakes Region Planning Commission, 103 Main Street, Suite 3, Meredith, New Hampshire 03253. **Proposals sent via fax or email will not be accepted, and proposals received after the deadline will not be considered.** Qualified disadvantaged (DBE) and women owned (WBE) businesses are encouraged to submit proposals. Consultants are required to document whether the consultant and subcontractors are DBE or WBE.

1 PROJECT SUMMARY AND CONDITIONS

1.1 General

This Request for Proposal (RFP) has been issued to determine the eligibility and capacity of responding individuals or organizations to develop, implement, and manage the *Lakes Region Brownfield Environmental Site Assessment Program*. The RFP and its attached exhibits describe the terms and conditions under which the Lakes Region Planning Commission (“LRPC”) will select a Consultant (“Consultant”). The LRPC may then enter into negotiations with the Consultant(s) to formalize a Consultant Agreement. The LRPC anticipates being able to execute the Consultant Agreement as soon as practicable in 2024. The duration of the award is planned through June 30, 2027.

Proposals shall describe in detail the applicant’s qualifications, a description of past projects which are similar in nature to this project, workload capacity, and cost proposal.

The Lakes Region Planning Commission is a voluntary governmental association of local communities which provides a variety of planning services. Our region covers over 1,100 square miles and includes 31 municipalities: Alexandria, Alton, Andover, Ashland, Barnstead, Belmont, Bridgewater, Bristol, Center Harbor, Danbury, Effingham, Franklin, Freedom, Gilford, Gilmanton, Hebron, Hill, Holderness, Laconia, Meredith, Moultonborough, New Hampton, Northfield, Ossipee, Plymouth, Sanbornton, Sandwich, Tamworth, Tilton, Tuftonboro, and Wolfeboro.

LRPC has successfully completed several previous rounds of Brownfield Assessments. The goal of the *Lakes Region Brownfield Environmental Assessment Program* is to return vacant and underutilized properties to public or private use.

1.2 Description

The LRPC is interested in evaluating sites whose economic redevelopment potential is complicated by contamination. In brief, the work plan will be performed as five main tasks as follows to inventory, characterize, assess, and conduct clean-up planning and community involvement related activities, and will specifically:

Provide technical support to LRPC in all aspects of managing the assessment cooperative agreement.

- 1.2.1 Create an inventory of hazardous sites for potential preliminary assessments and environmental characterizations.
- 1.2.2 Conduct community outreach meetings as appropriate.
- 1.2.3 Select up to 6 hazardous substances sites for Phase 1 (preliminary assessment) and Phase 2 (environmental characterizations) assessments, 3 site-specific clean-up plans/analysis of brownfield cleanup alternatives, 3 planning documents to initiate brownfield revitalization, and present results to LRPC staff and advisory committee.
- 1.2.4 Obtain all necessary federal and state approvals needed to conduct the environmental characterizations, and perform reporting and maintenance of the ACRES database as well as 16 Quarterly Reports.
- 1.2.5 Prepare and present written reports regarding the environmental assessments and characterizations for review by the NH Department of Environmental Services and acceptance by the LRPC.

The LRPC will administer the project.

1.3 Location

The Consultant shall perform the work within some of the 30 communities in the Lakes Region Planning Commission area. Final locations will be determined jointly between the LRPC, the Brownfield Advisory Committee, and the Consultant.

1.4 Equal Employment Opportunities

The Consultant shall not discriminate against any employee or applicant for employment because of any status protected by State or Federal law.

1.5 Compliance

In connection with the performance of the work, the Consultant shall comply with all statutes, laws, regulations, and orders of Federal, State, County or Municipal authorities which shall impose any obligations or duty upon the Consultant. The Consultant and subcontractors shall comply with the terms and conditions in the grant agreement (see Section 7.1).

1.6 Personnel

The Consultant shall, at its own expense, provide all personnel necessary to perform the work. The Consultant shall warrant that all personnel engaged in the work shall be qualified to perform the work, and shall be properly licensed and authorized to perform all such work under all applicable laws.

1.7 Indemnification

The Consultant shall defend, indemnify, and hold harmless the Lakes Region Planning Commission, its members and employees, and their respective volunteers and employees, the State and its respective officers and employees from and against any and all losses suffered by any such indemnity and all claims, liabilities or penalties asserted against any such indemnity by or on behalf of any persons on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Consultant. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of NH, the LRPC, or the LRPC member communities. This covenant shall survive the termination of this agreement.

1.8 Insurance

The Consultant shall provide a comprehensive general liability insurance policy with a combined single limit of \$1,000,000 for bodily injury and property damage for each occurrence with an annual aggregate of \$2,000,000 or \$1,000,000 for bodily injury and property damage for each occurrence with an annual aggregate of \$1,000,000 and an umbrella policy providing an additional \$2,000,000 in coverage. The policy shall be endorsed to include the LRPC as an additional insured for the duration of the agreement.

Professional liability insurance shall be maintained by the Consultant and subcontractors during the course of the agreement and shall continue for a period of five (5) years thereafter. Said insurance shall consist of an errors and omissions policy in the amount of \$2,000,000 per claim, \$2,000,000 annual aggregate. The Consultant shall pay any policy deductibles.

1.9 Worker's Compensation

The Consultant shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of its employees employed at the site of the project and, in case any work is sublet, the Consultant shall require the subcontractors, similarly, to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the worker's compensation statute, the Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of its employees not otherwise protected.

1.10 Social Security Act

The Consultant shall be and remain an independent Consultant with respect to all services performed hereunder and agrees to, and does hereby accept, full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age

retirement benefits, annuities now or hereafter imposed, or other compensation paid to persons employed by the Consultant on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations, and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said Consultant also agrees to indemnify and save harmless the LRPC from such contributions or taxes or liability therefore.

1.11 Hazards

The Consultant warrants that it understands the currently known or suspected hazards which are presented to persons, property, and the environment as part of this project. The Consultant further warrants that it shall perform all services under this contract in a safe, efficient, expeditious, and lawful manner using industry-accepted practices in full compliance with all applicable New Hampshire and Federal laws and regulations.

2 INFORMATION FOR CONSULTANTS

2.1 General

Proposals will be accepted from interested Consultants who meet the minimum qualifications set forth in Section 2.4, below.

The LRPC may waive any formalities or reject any and all applications. Any application may be withdrawn prior to the deadline noted above or authorized postponement thereof. Any application received after the time and date specified shall not be considered. No application may be withdrawn within 90 days – Saturdays, Sundays, and Holidays excluded – after the application deadline. Should there be a reason why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the LRPC and the applicant.

2.2 Form and Content of Submission Documents

Consultants shall submit their proposals in a sealed package with the following information clearly marked on the outside: name, address, and telephone number of the applicant along with the title, **“Consultant Services to Perform Brownfield Assessments.”**

Each submission must consist of **an original and five (5) copies** of the complete proposal package (including all documentation requested herein, excepting the fee schedule) and submitted as described in section 1.1 above.

A fee structure and cost proposal, discussed below (*Section 2.2.6*), must also be provided, including the Contractor’s Assessment and Site Investigation Fee Schedule (*Section 6*).

Proposals must address each of the following:

2.2.1 Cover Letter

The first page of the proposal shall be a cover letter identifying the overall project as the “Consultant Services to Perform Brownfield Assessments.”

If the proposal is submitted by a corporation (joint venture, associated firms, etc.), the cover letter shall be signed by a corporate officer authorized to do so. If made by an individual, that individual shall sign the cover letter. One or more of the partners shall sign if the applicant is a company or partnership.

2.2.2 Authorization to do Business in New Hampshire

Corporations not incorporated in the State of New Hampshire shall include with their submittal a certification from the Secretary of the State of New Hampshire stating that the corporation is authorized to transact business in New Hampshire. All non-residents of New Hampshire shall designate a registered agent in the State of Hampshire upon whom service can be made. This designation shall be shown by a duly executed, written statement, also accompanying the submittal.

2.2.3 Business Registration

The Consultant must provide a copy of its business registration certificate (or interim registration) as part of its bid submission. **Failure to submit a copy of the Business Registration Certificate will be cause for rejection of the proposal.**

2.2.4 Assessment Team Description

The qualifications statement shall identify a lead firm, project manager, and members of the assessment team, including addresses, telephone numbers, fax numbers, and e-mail addresses for each. Resumes for all personnel to be working on this project and an explanation of their anticipated roles as members of the assessment team for the subject project shall also be included. Section 5 of this RFP must also be completed and returned.

2.2.5 Relevant Experiences

The statement shall also describe the applicant's capabilities in performing the type of work that will be required by this RFP, including the applicant's experience, capabilities, and resources to perform the following:

Phase 1 Preliminary Assessments
Surface Geophysical Investigations
Soil, Groundwater and Waste Sampling
Groundwater Impact Investigations
Community Relations
Brownfield Inventory
Geographical Information Systems (GIS)
Clean-up/ABCA Planning
Area-Wide/Redevelopment Planning

The applicant shall provide a description of at least three relevant projects demonstrating experience with the services requested. Include the project name, a short description (i.e. location, size, current and prior land uses, environmental investigations conducted etc.), the member's role in the assessment process, entity for which the project was performed, and a contact name and telephone number. Any experience with "inclusive public processes" such as stakeholder involvement and/or visioning, should be noted. Staff who worked on past projects should be the same as those proposed for this RFP.

2.2.6 Fee Structure and Cost Proposal (*to be submitted in a separate folder or envelope*)

In a separate, sealed envelope labeled "Fee Structure and Cost Proposal", the applicant shall include time and materials rates for the performance of the work anticipated under this RFP, see Section 3. A fee schedule form, Section 6, is provided to help identify standard costs for preliminary assessments (Phase 1) and site investigations (Phase 2). The fee schedule for the preliminary assessments and site investigations shall contain the following:

- 2.2.6.1 A lump sum price for performing the work associated with a typical Preliminary Assessment (PA): assume work would include a site visit, background data collection, standard database searches and preparation of a PA Report (Phase 1).

2.2.6.2 Provide a cost breakdown for a site investigation for hazardous substances (see Section 6). Cost breakdown must consist of the following activities:

2.2.6.1.1 Site Investigation Work Plan (SIWP)/QAPP adequate for submittal to NHDES and EPA.

2.2.6.1.2 Field investigation consisting of:

2.2.6.1.2.1 One (1) acre surface geophysical survey (GPR, magnetometer)

2.2.6.1.2.2 Six (6) borings to 20 feet using push technology

2.2.6.1.2.3 Three (3) soil samples per boring (analysis: PP metals, PAHs, VOCs, PCBs)

2.2.6.1.2.4 Three (3) 2 inch diameter monitoring wells installed to 15 feet (10 feet of screen)

2.2.6.1.2.5 Two (2) rounds of groundwater sampling using low flow techniques

2.2.6.1.2.6 Groundwater analysis: VOCs, PP metals, Base Neutral Compounds

2.2.6.1.3 Site Investigation and ABCA Reports adequate for submittal to NHDES

2.2.6.1.4 Two (2) four hour meetings at LRPC offices

The proposal must also contain personnel and material costs for the other major tasks to be performed in the Scope of Services, see Section 3, Scope of Services.

2.2.7 **Proposed Project Schedule/Sequencing:** Include a project timeline showing the approximate schedule and sequencing of all major tasks required to complete the project, including any variation in the proposed project timeframe.

2.3 Examination of Scope of Work

Before submitting an application, each applicant must:

2.3.1 examine the Scope of Work thoroughly.

2.3.2 be familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the work.

2.3.3 study and carefully prepare an application that conforms to the Scope of Work.

The submission of an application will constitute an incontrovertible representation by the applicant that every requirement of this document has been complied with and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

2.4 Qualifications of the Applicant

The LRPC shall make such investigations as deemed necessary to determine the ability of the applicant to perform the work, and the applicant shall furnish to the LRPC all such information for this purpose as the LRPC may request. No award will be made to any applicant that cannot meet all

of the following requirements. Applicants shall submit written evidence, along with associated costs which addresses these issues (see Section 5: Consultant's Statement of Qualifications of this packet):

2.4.1 Applicants:

- 2.4.1.1 Shall not have defaulted on any contract within three years prior to the date of this proposal.
- 2.4.1.2 Shall maintain a permanent place of business.
- 2.4.1.3 Shall have adequate personnel and equipment to perform the work expeditiously.
- 2.4.1.4 Shall have suitable financial status to meet obligations incidental to work.
- 2.4.1.5 Shall have appropriate technical experience in the class of work involved.
- 2.4.1.6 Shall be registered with the Secretary of the State of New Hampshire to do business in New Hampshire.
- 2.4.1.7 Shall not have failed to perform satisfactorily on contracts of a similar nature.
- 2.4.1.8 Shall have a New Hampshire Registered Professional Geologist on staff or identify a subcontractor that meets that requirement.
- 2.4.1.9 Shall have on staff or identify a subcontractor certified to conduct lead-based paint and asbestos analysis and remediation plans.
- 2.4.1.10 Shall have a minimum of four (4) years' experience as a business.
- 2.4.1.11 Shall have completed a minimum of three (3) brownfield projects.

Applicants who fail to meet these exact specifications, but can offer alternative qualifications in lieu of these criteria and demonstrate an ability to perform the requisite services in a satisfactory manner, will also be entertained. Such applicants should submit a statement of qualifications to the LRPC prior to the stated deadline. This statement shall include persuasive evidence of experience in similar work, i.e., work done under different business names, et cetera, for review by the LRPC. Applicant understands that no judgment or decision will be made by the LRPC and accepts the risk that applicant's qualifications may be determined to be unacceptable. Respondents who fail to submit a statement of qualifications prior to the deadline will have their proposals rejected.

The LRPC reserves the right to select the most responsible and responsive proposal. It is the intent and purpose of this agreement on which proposals are sought to assure and guarantee an effective, efficient, and environmentally appropriate Brownfield Program. The LRPC will reject any proposal if the foregoing requirements are not satisfied or if any other evidence fails to satisfy the LRPC that any applicant is properly qualified to carry out the program's obligations and to complete the work contemplated therein. Conditional or qualified bids will not be accepted.

2.5 Compensation

The agreement will specify a maximum compensation. The Consultant shall not be compensated for costs in excess of the specified limit.

The Consultant shall bill the LRPC on a monthly basis in accordance with the approved fee structure. All costs must be specified and properly documented.

2.6 Ownership of Material

All rights, titles to and ownership of the data, material, and documentation, regardless of form, resulting from this project and/or prepared for the LRPC pursuant to this contract shall remain with the LRPC, its member towns, property owners, and/or US EPA.

2.7 Compliance – Laws

The Consultant and any subcontractors or affiliate must comply with all local, state, and federal laws, rules, and regulations applicable to any contract for the subject project and to any goods delivered, services rendered, or work performed in accordance with the same. *All Consultants are advised to review all relevant federal regulations before submitting a proposal.*

It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Hampshire.

Those requirements imposed upon the State of New Hampshire and the LRPC, respectively, as recipients of federal funds are thereby passed along to the Consultant and any subcontractors, and those rights reserved by the U.S. EPA are likewise reserved by the State of New Hampshire and the LRPC.

All work shall be performed in conformance with the specifications and terms contained in the following documents:

- 2.7.1 LRPC's Cooperative Agreement **No. BF-00A01368 (FY24)** with the EPA. The Administrative Conditions of the LRPC Cooperative Agreement are included in Section 7.1.
- 2.7.2 Follow the six affirmative steps stated in 40 CFR 31.36(e) to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible; and
- 2.7.3 Submit an EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" to the Region 1 EPA Small Disadvantaged Business Utilization Officer as stated in Administrative Condition No. 3e of the Cooperative Agreement.
- 2.7.4 Applicable provisions of Title 40 CFR Part 31, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 2.7.5 Federal requirements for contracts under cooperative agreements, including 40 CFR Part 31. These regulations require Consultants to verify that they are not debarred from receiving Federal funds. Additionally, the regulations state requirements regarding Disadvantaged Business Enterprises.
- 2.7.6 Moral Integrity and Non-Collusion Affidavits: Applicant(s) must submit a Moral Integrity Affidavit for each business entity or individual that is a party to the proposal (see Section 7.2).

The LRPC reserves the right to waive any and all irregularities and informalities in the submission and/or request clarification of items prior to entering into a contract with a redeveloper.

Furthermore, the LRPC reserves the right to reject all proposals for any reason with no liability for any cost incurred by the firms submitting proposals.

2.8 Time and Place for Submitting Responses

An original and five (5) copies of the complete proposal package, submitted as described in section 1.1 above, must be received at the LRPC office by 4:00 PM prevailing time on **January 26, 2024** addressed to:

Jeffrey R. Hayes, Executive Director
Lakes Region Planning Commission
103 Main Street, Suite 3
Meredith, New Hampshire 03253

Proposals received after the above specified date and time, or received via facsimile or email, will not be accepted. A submission may be withdrawn prior to the time of receipt of proposals specified herein.

The expense of preparing, submitting, and presenting a proposal is the sole responsibility of the consultant. The LRPC retains the right to reject any and all proposals received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP as in the best interest of the LRPC. This solicitation in no way obligates the LRPC to award a contract.

2.9 Standards and Deliverables

- 2.9.1 Related spatial and/or geographic information and data must be developed in accordance with New Hampshire Geographic Information System (GIS) standards as adopted by New Hampshire's Statewide Geographic Information System Clearinghouse (NH GRANIT).
- 2.9.2 Except for appendices, all reports are to:
 - 2.9.2.1 be presented for ease of readability by the average citizen.
 - 2.9.2.2 include charts, graphs, and other graphics as appropriate.
 - 2.9.2.3 include executive summaries or abstracts suitable for broad distribution.
 - 2.9.2.4 include a glossary of technical terms, and a list of references or citations for all sources of data and information.
- 2.9.3 All documents must be provided in both paper and digital form (Microsoft Word format).
- 2.9.4 All written reports must be provided double-sided. The use of recycled paper is strongly encouraged.
- 2.9.5 Copies of all reports and documents, including drafts, should be provided to the LRPC no less than two weeks prior to any scheduled review or public discussion.

- 2.9.6 All data, databases, reports, programs, and materials, in digital and hard copy formats, created under this project shall become the joint property of the LRPC and the U.S. EPA.

2.10 Interpretation and Inquiries

Requests for clarifications and/or questions related to this RFP must be submitted in writing, via regular mail or electronic mail, and received no later than **November 17, 2023**¹. Questions received after that time will not receive a response. No interpretations of the RFP will be made orally. All interpretations will be issued by electronic mail to all parties who receive a copy of the RFP. All inquiries shall be addressed to:

Jeffrey R. Hayes, Executive Director
Lakes Region Planning Commission
103 Main Street, Suite 3
Meredith, NH 03253

or

jhayes@lakesrpc.nh.gov

If you do not have access to electronic mail, please contact Mr. Hayes to receive a copy of the responses to questions via regular mail. Only questions answered in writing will be binding. Oral and other interpretation or clarifications shall be without legal effect.

2.11 Award

The LRPC may invite applicants to an interview session with its Executive Board and/or a Review Committee prior to making a decision. The LRPC may make such investigations as deemed necessary to determine the ability of the applicant to perform the work, and the applicant shall furnish to the LRPC all such information and data for this purpose as the LRPC may request. The LRPC reserves the right to reject any application for any reason that the LRPC determines to be in the public interest or if the evidence submitted by, or investigation of, such applicant fails to satisfy the LRPC that such applicant is properly qualified to carry out the obligations and to complete the work necessary. The LRPC reserves the right not to award the contract to the lowest bidder if it is deemed to be in the best interest of the LRPC. The LRPC Executive Board has the final approval authority in awarding the Agreement.

2.12 Notice to Proceed

Execution of an Agreement by the LRPC and the successful applicant shall constitute a “Notice to Proceed”.

2.13 Equal Opportunity Employment

Contracts for work under this proposal will obligate the Consultant and any subcontractors not to discriminate in employment practices. Successful applicants must submit a list of any subcontractors who will perform work on this project.

¹ Corrected to November 17, 2023 from incorrect date of January 26, 2024.

3 SCOPE OF SERVICES

3.1 General

Under the work plan and budget approved by the EPA, a total of up to \$370,000 has been reserved for hazardous substances for the Consultant to perform the following services:

- 3.1.1 Help guide the LRPC, and the Lakes Region Brownfield Advisory Committee (BAC), through the site identification and selection process, including:
 - 3.1.1.1 creation of the LRPC region-wide brownfield inventory,
 - 3.1.1.2 preparing program updates,
 - 3.1.1.3 maintaining a GIS database, including sites with known or suspected hazardous substances,
 - 3.1.1.4 coordinating with EPA and NH DES necessary QAPP amendments, including exploring the availability of clean-up and remediation funds,
 - 3.1.1.5 updating EPA ACRES database as needed.
- 3.1.2 Perform site assessments and investigations using existing environmental information related to storage, release, treatment, or disposal of hazardous substances on approximately six (6) sites within the Lakes Region. **The contractor shall utilize the practices in ASTM standard E1527-21 “Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process” (or the latest recognized ASTM standard at the time the assessment is performed), or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312).** Phase II investigations will confirm whether further investigation and/or remediation will be necessary and will provide a basis for estimating potential remediation costs. Work with LRPC, local officials, and property owners to obtain property access agreements on all properties targeted and selected. These assessments will determine the presence or likely presence of any hazardous substance through:
 - 3.1.2.1 Conduct Preliminary Assessments (Phase 1) including:
 - 3.1.2.1.1 documentation of the historical use of the site.
 - 3.1.2.1.2 review of site plans and other site-specific information to assess waste handling, storage, and disposal on the site.
 - 3.1.2.1.3 evaluation of maps, aerial photographs, permits, and insurance records to evaluate the probable location of hazardous substances.
 - 3.1.2.1.4 site visits to examine buildings, land, and soil conditions to identify any directly observable indications of the presence of on-site contamination.

- 3.1.2.2 Work plan preparation, to include Health and Safety Plans
- 3.1.2.3 Develop Quality Assurance Project Plans (QAPP)
- 3.1.2.4 Conduct Site Investigations (Phase 2)
 - 3.1.2.4.1 Environmental conditions, including surficial soil conditions, ground water, surface water, and subsurface soil conditions.
- 3.1.2.5 Presentations and meetings with LRPC, NJIT, and other stakeholders.
- 3.1.3 Collection of environmental information for the site investigations will be performed, to the extent possible, using best management practices that will include the preparation of dynamic work plans and the use of field instrumentation to allow on site decision making, where appropriate. NJIT may assist in planning the fieldwork, and with the review of the work plans proposed by the Consultant. Preferred systems include:
 - 3.1.3.1 Arc/Info GIS is the preferred mapping system to organize and display the data on all sites.
 - 3.1.3.2 Where available, field screening by EPA certified Mobile Analytical Laboratories may also be used to provide further site characterization.
 - 3.1.3.3 Use of assessment methods such as the Triad Approach that facilitate cost effective and efficient action steps, including possible integration with redevelopment plans are preferred where applicable. We encourage the use of innovative assessment techniques that lead to more comprehensive, robust, and cost-effective assessments than conventional characterization programs, providing the LRPC, communities, planners, and developers a higher degree of confidence in using the environmental data to guide decision-making. We would like the assessment process to enhance redevelopment opportunities, which in turn, may result in improved infrastructure while taking development pressure away from the region's open spaces.
- 3.1.4 Perform pre-development planning on approximately three (3) sites within the Lakes Region. Work with LRPC, local officials, property owners, community groups, and citizens to develop viable alternatives for the sites. Work would include the following:
 - 3.1.4.1 Strategize with project partners to determine sites and refine redevelopment ideas. (Phase 3, Redevelopment Planning documents)
 - 3.1.4.2 Draft cleanup alternatives and remediation plans/ABCA for each site.
 - 3.1.4.2.1 Community needs assessment.
 - 3.1.4.2.2 Secure access to the property.
 - 3.1.4.2.3 Redevelopment potential.
 - 3.1.4.3 Conduct marketing and outreach to leverage developer/lender interest in properties.
 - 3.1.4.4 Presentations and meetings with LRPC, NJIT, and other stakeholders.

- 3.1.5 Prepare written reports regarding the environmental characterizations and re-development findings. The Consultant will have the responsibility for writing the assessment report(s). The report(s) will contain a description of the work performed, a list of the sampling results, and interpretations of the findings. The report(s) will also include GIS maps and figures illustrating sampling locations, the findings of the investigations, and tables of data. The LRPC and local communities will use the report(s) to communicate environmental conditions in the target areas to community officials, property owners, other interested community members, potential developers, and other interested stakeholders, as well as to provide the basis for redevelopment planning. It is anticipated that these reports will be submitted to the NH Department of Environmental Services (NHDES) and US EPA for review prior to becoming final.
- 3.1.6 The Scope of Services shall conclude no later than June 30, 2027 unless mutually agreed to in writing. The agreement may be terminated at an earlier date upon twenty days' written notice by either party.

4 EVALUATION CRITERIA

Evaluation of the proposals will consider, but may not be limited to, the following

Evaluation Criteria
Knowledge of regulations, standards, and techniques for brownfield characterization and remediation in the State of New Hampshire.
Experience with brownfield site assessments, including urban, wetland, and riparian sites.
Experience with environmental investigations the size and scope of which could be supported under this proposal, especially projects assisted with public funds.
Experience with innovative brownfield technologies and techniques, including the Triad approach and GIS mapping techniques.
Experience with interdisciplinary, team-oriented projects.
Degree to which the Applicant demonstrates an ability to work effectively and coordinate activities with the LRPC, the Brownfield Advisory Committee, EPA, and NH DES, and to complete projects on time and within budget.
Understanding of the project objectives and responsiveness to the work program.
Clarity of the proposal.
The extent to which the proposed costs, and indicated level of effort, are supported by the activity associated with each work task.

The Lakes Region Planning Commission
is an Equal Opportunity Employer.

5 CONSULTANT'S STATEMENT OF QUALIFICATIONS

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Organization's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Business is a: (check one) Corporation Limited Liability Company
 Partnership Individual
 Joint Venture Other

(explain) _____

1. How many years has your organization been in business under its present business name?

2. Under what other or former names has your organization operated? Specify years.

3. If your organization is a corporation, answer the following:

a. Date of Incorporation: _____ b. State: _____

c. President's Name: _____

d. Vice-President's Name: _____

e. Secretary's Name: _____

f. Treasurer's Name: _____

4. If your organization is a partnership, answer the following:

a. Date of Organization: _____

b. Type of Partnership: _____

c. Name(s) of general Partner(s): _____

5. If your organization is individually owned, answer the following:

a. Date of Organization: _____

b. Name of Owner: _____

6. If other form of organization, please explain on attached addendum.

7. List the categories of work that your organization normally performs with its own workforce and equipment.

8. Claims and suite (if the answer to any of the questions below is yes, please attach details).

a. Has your organization ever failed to complete any work awarded to it?

Yes No

b. Are there any judgments, claims, arbitration, proceedings, or suits pending or outstanding against your organization or its officers?

Yes No

c. Has your organization filed any lawsuits or requested arbitration with regard to similar contracts within the last five years?

Yes No

9. List a minimum of five references, including three (3) contracts similar to this one that you have completed; include a contact person and telephone number.

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

10. Please address any issues outlined in Section 2.4, “Qualifications of the Applicant” (starting on page 8).

Dated this _____ day of _____, 2024.

Name of Organization: _____

Signed By: _____

Title: _____

6 CONSULTANT’S SITE ASSESSMENT AND INVESTIGATION FEE **SCHEDULE**

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Organization’s Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Please provide time and material rates for the performance of the work anticipated under this RFP in the space provided below. Part A requests hourly rates for each member of the assessment team (identified in section 2.2.4.) and the percentage of total hours for each member by task. Part B requests a lump sum price to perform the work associated with B.1. Unit pricing is requested for the remaining tasks identified in B.2. Please note that all pricing is on a per site basis (*additional information is found in Section 2.2.6*):

A. Hourly Rates and Percentage Estimate of time on each task by member

Team Member	Hourly Rate	Percentage of Total Hours for each Team Member by Task			
		Preliminary Assessment	Site Investigation	SI Report	Meetings

B. Hazardous Substances

1. Preliminary Assessment (PA): **Lump Sum** \$ _____

2. Site Investigation (SI):
 a. Site Investigation Work Plan (SIWP): \$ _____

b. Field Investigation:
Unit Cost
 One (1) acre surface geophysical survey (GPR, magnetometer) \$ _____

- Six (6) borings to 20 feet using push technology \$ _____
- Three (3) soil samples per boring (analysis: PP metals, PAHs, VOCs, PCBs) \$ _____
- Three (3) 2 inch diameter monitoring wells installed to 15 feet (10 feet of screen) \$ _____
- Two (2) rounds of groundwater sampling using low flow techniques \$ _____
- Groundwater analysis: VOCs, PP metals, Base Neutral Compounds \$ _____
- Clean-up and Area Wide Planning \$ _____

Field Investigation Subtotal \$ _____

c. Site Investigation Report: \$ _____

d. Two (2) four hour meetings at LRPC offices: \$ _____

Site Investigation (SI) Total \$ _____

Dated this _____ day of _____, 2024.

Name of Organization: _____

Signed: By: _____

Title: _____

7 APPENDICES

7.1 Administrative Conditions of the LRPC Cooperative Agreement with the EPA

Appendix 7.1

Administrative Conditions

Administrative Conditions

National Administrative Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-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
- MBE/WBE reports (EPA Form 5700-52A): Grants Specialist on Page 1 of Award Document AND Larry Wells, Disadvantaged Business Utilization Program Manager: r1_mbewbereport@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: Grants Specialist and Project Officer on Page 1 of Award Document
- Payment requests (if applicable): Grants Specialist and Project Officer on Page 1 of Award Document
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Project Officer on Page 1 of Award Document AND R1QAPPs@epa.gov

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from 07/01/2023 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

FY23 Brownfields Community-wide Assessment Cooperative Agreement

Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term “assessment” includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2023 competition for Brownfield Assessment cooperative agreements.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), applicable federal laws and requirements include 2 CFR Part 200.
4. The CAR must comply with federal cross-cutting requirements. These requirements include, 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 § 276c); 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>.
5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another

structure and restoration of the site) that indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

II. SITE ELIGIBILITY REQUIREMENTS

All brownfield sites that will be addressed using funds from the cooperative agreement must be located within the geographic boundary described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan).

A. Eligible Brownfield Site Determinations

1. Prior to performing site work, the CAR must provide information to the EPA Project Officer about each site that will be addressed under this cooperative agreement. The CAR may use cooperative agreement funds to prepare information that is provided to the EPA Project Officer. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, and/or has defenses to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and 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. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

i. the State determines there is "no viable responsible party" for the site;

ii. the State determines that the person assessing or investigating the site is a person who is not 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.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

i. the identity of the State program official contacted;

ii. the State official's telephone number;

iii. the date of the contact; and

iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the

necessary information for EPA to make the determinations.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

The EPA Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 18 months and 30 months from the date of award. If EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Grants Management Officer or Award Official. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

at least 25% of funds have been drawn down and disbursed for eligible activities;
 a Qualified Environmental Professional(s) has been procured;
 sites are prioritized or an inventory has been initiated (unless site prioritization or an inventory was completed prior to award);
 community engagement activities have been initiated; and/or
 other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

Sufficient progress at 30 months is indicated when:

at least 45% of funds have been drawn down and disbursed for eligible activities;
 assessments on at least two sites have been initiated; and/or
 other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:

- a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.

- b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.

- c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).

- d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.) and when the CAR awards a subaward for site assessment. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)

- e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

- f. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:
 - i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.

ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.

iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)

iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.

g. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.

h. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate. This may include reviewing requests for proposals, invitations for bid, scopes of work and/or plans and specifications for contracts over \$250,000 prior to advertising for bids.

i. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)

j. Reviewing information in performance reports to ensure all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – e. in Section III.B.1 in writing.

2. Effects of EPA's substantial involvement include:

a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions

under CERCLA or any federal statute.

b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.

c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. All additional sites selected for eligible activities throughout the period of performance (i.e., sites that were not identified in the workplan) must be located within the geographic boundary(ies) identified by the CAR in the workplan.

Consistent with the FY23 Community-wide Assessment Grant Guidelines, criteria for selecting additional sites must at least consider whether the site is located within an underserved community^[1] in addition to considering the prioritization criteria identified in the FY23 application, the workplan, or developed during implementation of the workplan. Note, criteria developed during the implementation of the workplan must lead to the CAR addressing sites in areas with similar characteristics as the areas discussed in the FY23 application.

2. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory \$200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfield site must be submitted to the EPA Project Officer and approved prior to the expenditure of funding exceeding \$200,000. In no case may funding for site-specific assessment activities exceed \$350,000 on a site receiving a waiver.

CARs expending funding from a Community-wide Assessment cooperative agreement must include this amount in any total funding expended on the site.

3. If the CAR's workplan includes eligible planning activities to prepare a brownfield site for reuse (see <https://www.epa.gov/brownfields/information-eligible-planning-activities> for eligible planning activities), the CAR must demonstrate meaningful community engagement in the reuse planning of brownfields assessed under the grant. Meaningful community engagement is demonstrated by actively including local nonprofit organizations, citizen leaders, or similar local groups/entities in brownfield reuse planning.

4. CARs, other than state entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. This requirement also applies to procurement processes that were completed before the award of this cooperative agreement. See the [Brownfields Grants: Guidance on Competitively Procuring a Contractor](#) for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site assessment activities vs. planning activities) and to allow the ability for work be performed concurrently at multiple sites within the defined and approved geographic boundary.

5. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site assessment activities at a given site.

6. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State or Tribal cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient 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 recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award 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 recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above 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 recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient 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.

9. 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.

D. Quarterly Performance Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly performance reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, *Revision of budget and program*, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key person.)

The CAR shall refer to and utilize the Quarterly Reporting function within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports unless approval is obtained from the EPA Project Officer to use an alternate format for reports.

2. The CAR must submit performance reports on a quarterly basis in ACRES using the Assessment Quarterly Report function. Quarterly performance reports must include:

a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.

b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems

encountered during the reporting quarter that may affect the project schedule.

c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.

d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.

e. A list of the properties where assessment and/or planning activities were performed and/or completed during the reporting quarter.

f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable) (i.e., program income received and disbursed during the reporting quarter and during the entire cooperative agreement, and the amount of program income remaining); and total remaining funds. The budget summary table must include costs that are charged to the "other" budget object class category (e.g., participant support costs, subawards, etc.).

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. The CAR shall include a statement on funding transfers^[2] among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of performance.

g. For local governments that are using cooperative agreement funds for health monitoring, the quarterly report must also include the specific budget, the quarterly expenditure, and cumulative expenditures to demonstrate that 10% of federal funding is not exceeded.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly performance report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess the specific properties under this cooperative agreement.

4. In accordance with 2 CFR § 200.329(e)(1), the CAR 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 EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (e.g., assessments started, reuse planning activities started) and any final accomplishments (e.g., assessments completed, clean up required, contaminants found, institutional controls required, engineering controls required) by completing and submitting relevant portions of the electronic Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly performance report to the EPA Project Officer. The CAR must utilize the electronic version of the Property Profile Form in ACRES.

F. Final Cooperative Agreement Performance Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final performance report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final performance report shall document and summarize the elements listed in Section III.D.2., as appropriate, for activities that occurred over the entire project period.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites; conduct outreach and community engagement; and for reasonable participant support costs associated with one community liaison per target area identified in the selected FY23 application. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
- b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
- c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
- d. Preparing a Community Involvement Plan which includes reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.
- e. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
- f. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.]
- g. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the "Establishing and Managing Subawards" General Term and Condition; and carrying out community engagement pertaining to the assessment activities.

2. **Local Governments Only** – If authorized in the EPA-approved workplan and budget narrative, up to 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

3. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is \$23,750. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term "administrative costs" does not include:

- a. Investigation and identification of the extent of contamination of a brownfield site;
- b. design and performance of a response action; or
- c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
 - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;

- v. Financial reporting under 2 CFR § 200.328;
 - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
 - vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
 - c. 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 brownfield sites or sites to be assessed. 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 cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;
 - d. Job training activities unrelated to performing a specific assessment at a site covered by the cooperative agreement;

- e. To pay for a penalty or fine;
- f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
- g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
- h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
- i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

2. If funds from this cooperative agreement are used to prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, the CAR must include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

B. Quality Assurance (QA) Requirements

1. 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.

2. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 60 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include 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.

The recipient will develop Quality Assurance Project Plans (QAPP) for all applicable projects and tasks involving environmental information operations in accordance with the most current version of [EPA Requirements for Quality Assurance Project Plans](#), [Regional guidance documents](#), and [national guidance documents](#) may be helpful in meeting

the requirements.

QAPPs are submitted electronically to the following:

EPA Project Officer (see page 1 of assistance agreement for contact information) and;

Regional Quality Assurance Branch via **R1QAPPs@epa.gov**.

3. 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.

4. 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 (the QAM or EPA Project Officer may add additional specifications).

5. **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 http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Public Awareness

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.

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

b. 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 recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Lakes Region Planning Commission received financial support from the EPA under an Assistance Agreement per the term and condition described in Section V.C.1.a. above. More information is available at <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

c. 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 CAR should send a request directly to EPA's Office of Public Affairs (OPA) and include the EPA Project Officer in the communication. Instructions for contacting OPA are available at <https://www.epa.gov/aboutepa/using-epa-seal-and-logo>.

2. 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.

3. 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. Translation costs for this purpose are allowable, provided the costs are reasonable.

4. 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.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-21 "Standard

Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process" (or the latest recognized ASTM standard at the time the assessment is performed), or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in *"All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content"* (Publication Number: EPA 560-F-23-004 (or the latest available publication)). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.

2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed *"All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients"* (Publication Number: EPA 560-F-23-017 (or the latest available publication)) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at <https://www.epa.gov/brownfields/all-appropriate-inquiries-reporting-requirements-checklist-assessment-grant-recipients>. The completed checklist must include:

- a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

- b. An identification of **"significant" data gaps** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

- c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

"[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part."

"[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

Note: Please use either "I/my" or "We/our."

d. In compliance with 40 CFR § 312.31(b), the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation***, if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-21 or the latest recognized ASTM standard at the time the assessment is performed). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.339 and 2 CFR § 200.340.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA- approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative agreement for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. 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

1. 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.

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

B. Schedule for Closeout

1. 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.

2. 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] When EPA uses the term "underserved communities" it has the meaning defined in Executive Order 13985: *Advancing Racial Equity And Support For Underserved Communities Through The Federal Government*, which defines "underserved communities" as "populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life...". As described in the Executive Order, "underserved communities" may include communities denied the consistent, fair, just, and impartial treatment of all individuals such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. It also includes "communities environmentally overburdened," that is, a community adversely and disproportionately affected by environmental and human health harms or risks, and "disadvantaged, communities" as referenced in Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*, and defined in Office of Management and Budget's Memo M-21-28: Interim Implementation Guidance for the Justice40 Initiative.

[2] Per EPA's General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.