



August 24, 2026

**REQUEST FOR PROPOSAL
GEOTECHNICAL DRILLING
LUKACHUKAI MOUNTAINS MINING DISTRICT
RAES CONTRACT, TASK ORDER 018
COVE CHAPTER, NAVAJO NATION, COVE, ARIZONA**

Issuing Office:

Tetra Tech Inc
1999 Harrison St., Suite 500
Oakland, CA 94612

Contact:

Rindy Mortensen
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Tetra Tech Inc. invites your firm to submit a quote to perform geotechnical drilling work under the U.S. Environmental Protection Agency (USEPA) Region 9 under Response, Assessment and Evaluation Services (RAES) Contract No. 68HE0923D0002. Your offer should be prepared and submitted consistent with the instructions and terms set forth in this solicitation document.

This solicitation document and the enclosed attachments describe the technical requirements/service and provide instructions for preparing your firm's proposal. All offerors are expected to examine the specifications, schedule, and other information provided with this document. Failure to do so will be at the bidder's risk. All proposals are subject to the requirements, specifications, certifications attached or incorporated herein by reference.

Proposal Submission Date: One (1) electronic copy of your proposal is due on or before ***September 4, 2026 at 5:00 PM PST***. Proposal and any questions should be submitted in writing to the contact named above; cc Steve Krueger at steve.krueger@tetrattech.com and Rindy Mortensen at rindy.mortensen@tetrattech.com.

Period of Performance: Tetra Tech Inc. anticipates Subcontractor to complete operations before October 30, 2026. Possible mobilization and demobilization dates may occur any time between late September and October, 2026, based on a schedule negotiated by your firm. If the bidder cannot do the work in this time, notify the buyer immediately.

Type of Contract: This is a fixed unit price agreement.

Bid Form and Pricing Instructions: Offeror's proposal must be submitted on the enclosed Bid Sheet. Prices shall be inclusive of all profit, labor, overhead, general, and administrative expense, direct costs, and applicable taxes.

Insurance: Upon award of a contract, the bidder shall provide a certificate of insurance in the amounts required in the contract clauses and name the client and prime contractor as additional insured.

Prevailing Wage: Work under this contract shall comply with McNamara-O'Hara Service Contract Act (the "SCA") and Executive Orders 13706 and 14026. Subcontractors must comply with Wage Determination #2015-5477 Revision 23 for Arizona (as applicable).

Technical Qualifications: Offeror shall provide the following:

- Field staff shall have 40-hour Hazardous Waste Operations and Emergency Response training (HAWOPER) w/ 8-hour refresher course
- Appropriate licenses and/or certifications to perform this operation.

Notwithstanding the outcome of this solicitation, Tetra Tech Inc. shall not be liable for any proposal preparation costs incurred in response to this RFP. Tetra Tech Inc. has the right to reject any and all bids. Offeror's proposal shall remain good for sixty (60) days from after the proposed start work date.

One award will be made to the offeror whose proposal is the most responsive and responsible to the requirements of this solicitation and which represents the best overall value, price and other factors considered.

Should your firm elect not to submit a proposal in response to this RFP, Tetra Tech Inc. respectfully requests that you notify the buyer at the issuing office.

To be considered responsive to this solicitation, the offeror should submit the following documents:

- Price Schedule
- Representations and Certifications
- High Hazard Services questionnaire.

Health and Safety Plan and Insurance certifications will not be required to be submitted until the best and final offer.



Steve Krueger

Project Manager

**DETAILED STATEMENT OF WORK
GEOTECHNICAL DRILLING
LUKACHUKAI MOUNTAINS MINING DISTRICT
RAES CONTRACT, TASK ORDER 0018**

August 25, 2026

Prime Contractor: Tetra Tech Inc.
Client: U.S. Environmental Protection Agency (USEPA) Region 9
Contract Number: 68HE0923D0002, Task Order 018
Location: Cove, AZ

1.0 INTRODUCTION

This scope of work (SOW) applies to requested geotechnical drilling services in support of ongoing and future sampling investigations being conducted for the U.S. Environmental Protection Agency (USEPA) Region 9 under Response, Assessment and Evaluation Services (RAES) Contract No. 68HE0923D0002.

The work described in this SOW will be performed in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA). USEPA is the lead agency in overseeing cleanup of abandoned uranium mines (AUM) on the Navajo Nation's land; the Navajo Nation Environmental Protection Agency (NNEPA) is the supporting agency.

This SOW is followed by six attachments:

- Location Figures
- Attachment A Pricing Schedule
- Attachment B Representations and Certifications
- Attachment C High Hazard Services
- Attachment D Contract Flow-down Clauses
- Attachment E Tetra Tech Standard Subcontract Agreement
- Attachment F Insurance Requirements

2.0 BACKGROUND AND LOCATION

The Navajo Nation includes more than 27,000 square miles across Arizona, New Mexico, and Utah. The Navajo Nation is rich in uranium because of the unique geology of the region. Uranium is a radioactive element that was in high demand due to the development of atomic power and weapons at the close of World War II in the 1940s. From the late 1940s to the 1980s, approximately 4 million tons of uranium were mined on or near the Navajo Nation. Many Navajo people worked in and lived near the mines and mills.

Although uranium mining and milling activities no longer occur on Navajo lands, their legacy remains, including more than 500 AUM claims with thousands of mine features such as pits, trenches, holes, and tailing and waste rock piles. Elevated levels of uranium, radium, and other radionuclides are present in water sources and structures. Uranium and other elements, such as arsenic and selenium, also occur naturally at elevated levels in rock, soil, surface water, and groundwater across the Navajo Nation and the broader Four Corners region (Arizona, Colorado, New Mexico, and Utah). Adverse health effects such as cancer and impaired organ function may occur because of exposure to these elements.

The geology at the proposed drilling sites is characterized by the Jurassic Morrison formation. Specifically, the mines are situated within the Undifferentiated Member and Lower Salt Wash Member of the Lower Morrison formation subdivision. The soil at the Mesa I site is part of the Hozho-Quezcan-Rock outcrop soil complex, which is either soft sandstone bedrock at 14 inches subsurface (Hozho), or shale bedrock at 27 inches subsurface (Quezcan). The soil at the Mesa IV site is part of the Arabrab-Wetherill complex, which is either diorite bedrock at 16 inches subsurface (Arabrab), or standard sandstone bedrock at 52 inches subsurface. The surface soil at each site is primarily clay loam, with some layers that have an admixture of silt, cobbles, or gravel.

Summary of Site Geology				
Site Location	Soil complex	Soil subtype	Subsurface bedrock type	Typical depth of bedrock media
Mesa I	Hozho-Quezcan	Hozho	Soft sandstone	14 in
		Quezcan	Shale	27 in
Mesa IV	Arabrab-Wetherill	Arabrab	Diorite	16 in
		Wetherill	Sandstone	52 in

The site is accessed from Indian Route 33 due west.

The site locations are shown in the following figures:

Figure 1 shows the Lukachukai Mountains and Cove Valley project location approximately 70 miles west of Farmington, New Mexico, and shows the roads leading to Mesa I Complex and Mesa IV.

Figure 2 shows the proposed bore locations for Mesa I – East repository, waste piles, and retention structures.

Figure 3 shows the proposed bore locations for Mesa I Camp repository alternative.

Figure 4 shows the proposed bore locations for Mesa IV.

3.0 SCOPE OF WORK

The SOW includes providing geotechnical drilling services to characterize and sample depositional areas and drainages in the Lukachukai Mountains at the Mesa I and Mesa IV mining complexes, located within the Navajo Nation near Cove, Arizona. The attached figures show the site locations and approximate boring locations. Tetra Tech may identify additional borings at the mine complexes depending on results. In general, the proposed drilling locations are targeted to obtain geotechnical data across the site. All locations will require a track mounted drill rig to access the drilling location due to uneven surfaces and vegetation.

The project will consist of, and drilling system should be capable of, the following:

- Work to be completed by October 30, 2026. Work may begin any time from late September through all of October depending on contractor availability.
- Boring holes to a maximum depth of 100 feet.

- 4-6" sonic barrel
- Hollow stem auger for collection of competent rock cores
- Provide necessary water and support vehicle with tank from location 40 miles away from project location (Shiprock, NM).
- Formation is mainly bedrock sandstone. See Section 2.0 Background and Location for more information about site geology.
- Nearest accommodations is Farmington NM, 70 miles east from Cove AZ. Mesa I and Mesa IV project area is 3 miles west of Cove. Travel time to and from the site is 1.5 hours (3 hours round trip).
- Mesa I and Mesa IV Roads are passable for 4-wheel drive vehicles, tracked drill rigs, and some larger vehicles (flatbed work trucks, small water trucks <4000 gallons, small trailers < 20 feet). No Lowboy access past Cove.

Tetra Tech personnel will take observational data at the site during drilling operations, including: GPS Location, boring geologic logs, soil recovery, blow counts, soil/material description, and photographic documentation. Some of this information may be requested from or assisted by drilling staff. Tetra Tech will perform site mapping, using geotechnical lab analysis, the boring logs, and other field data to document the following: geographic contacts, mineralization maps, observation and sample collection analysis, the coordinates and elevation of boring locations, and mapped features with associated photographs.

The RAES contract will be performed under McNamara-O'Hara Service Contract Act (the "SCA") and Executive Orders 13706 and 14026. Subcontractors must comply with Wage Determination #2015-5477 Revision 23 for Arizona. The drilling firm is responsible for following local, state, federal, and Navajo Nation business and employment laws, including taxes.

4.0 TASK SPECIFICATIONS

Tetra Tech has developed a list of tasks to describe the scope of work.

4.1 Task 1 – Site Reconnaissance

The work area is accessed from Indian Route 33 due west and then local mine access roads (unpaved). The work site is comprised of mining disturbed areas, historic drill roads and other mining features. A tracked rig will likely be necessary to perform drilling operations due to uneven surfaces, temporary access roads (not part of this SOW), and vegetation clearance. A site visit can be arranged with Tetra Tech if requested to assess site access and water supply location.

No power or water is located at the site. The closest water is located near Shiprock, NM. Purchase of water will be the responsibility of the driller. The driller should anticipate having a 2,000-4,000 gallon water truck that retrieves water from Shiprock and parks in Cove. The driller will want a smaller truck to run water from the large water truck onto the Mesas to the drill rig. A large water truck may make it onto Mesa IV, but will not be able to access Mesa I.

Tetra Tech will markout locations and contact Arizona and Navajo utility clearance services. Drilling permits will not be required; however, water import permits will be required. Cultural resource monitors (not part of this SOW) will observe all field activities, if required. Site reconnaissance may be performed if requested by driller, but it is not required.

4.2 Task 2 – Preparation of Health and Safety Plan and Radiation Protection Program

Hazards associated with performing work include a variety of biological, chemical, physical, and radiological components. A corporate health and safety plan (HASP) that covers the driller's operations, including relevant activity hazard analysis (AHA, also known as job hazard analysis [JHA]), along with reviewing Tetra Tech's comprehensive HASP and Radiation Protection Program (RPP) are required for the selected drilling firm, including any lower-tier subcontractors. Selected drilling firm will be required to submit the programmatic HASP before award. Full review of Tetra Tech's comprehensive HASP and RPP will be required before mobilization. The HASP and RPP shall describe protections provided to employees for both short- and long-term exposure. Tetra Tech or Environmental Restoration Group, Inc. (ERG) must approve the HASPs and RPP before initiation of field work. ERG will provide any necessary pre-mobilization training for working at radiological sites, including frisking, decontamination, hygiene practices, etc. ERG and Tetra Tech will implement lapel dust monitoring and reading daily. Drillers will be responsible for addressing dust control. ERG is responsible for implementation of the Tetra Tech/ERG RPP for the RAES contract.

Work is anticipated to be performed primarily in Level D personal protective equipment (PPE), although, site-specific locations may require Level C respiratory protection upgrade if dust cannot be adequately controlled through application of water at drill rig area. Wind blown dust should not be a concern; however, we will monitor weather for extreme wind events before mobilization. Assume Level C PPE and respiratory protection is not required. The drilling firm and Tetra Tech are to work under their own respective HASP and the comprehensive RPP provided by Tetra Tech. If a conflict arises between the drilling firm and Tetra Tech's respective HASP or RPP during the performance of work, the more conservative response shall apply.

Selected drilling firm must comply with all directions from ERG/Tetra Tech's on site Radiation Safety Officer (RSO). Drilling firm is responsible for dosimetry badging and reporting program for each of their employees and lower-tier subcontractors (if any). Tetra Tech will measure radioactivity on drilling firm employees and subcontractors prior to eating and at the end of work day, and on equipment upon leaving the site.

Field staff are required to have proper training, certification, and experience to perform the required tasks. Field staff are expected to remain current with certification throughout performance of the contract. Training and certification requirements include:

All Field Staff

- 40-hour Occupational Safety and Health Administration (OSHA) Hazardous Waste Operation and Emergency Response (HAZWOPER).
- Radiation Awareness Training. Radiation Awareness Training will be provided online by Tetra Tech and/or ERG at the site during mobilization. The training video is approximately 2.5 hours duration.
- At least one crew member must hold current certification for 8-hour OSHA HAZWOPER Site-Supervisor. If a drilling firm has multiple crews working simultaneously at different locations within the project area, the crew member having 8-hour OSHA HAZWOPER Site-Supervisor certification must be available to rotate across multiple sites to observe activities.

4.3 Task 3 – Drill Site Preparation

Temporary road construction to boring locations and drill pad preparation will be provided by Tetra Tech prior to drilling. Driller must provide Tetra Tech with the minimum drill pad dimensions needed upon award. Boring locations may be moved to avoid vegetation; clearing and grubbing may be required, but will not need to be performed by the driller. It is expected that accessing all drilling locations will require a track-mounted drilling rig.

Severe weather (i.e. heat, thunderstorms, lightning, snow) may impact site work and may prevent site work entirely. Work sites are exposed and subject to lightning strikes and surface water runoff. Flash floods will be a potential hazard while working within drainages. Tetra Tech will coordinate scheduling for all site access activities with the driller, USEPA, and Navajo Nation.

This task will include monitoring weather for potential thunderstorm activity, flash floods, or severe heat, and determining whether conditions are safe for site access and drilling operations. Multiple mobilizations may be necessary due to weather conditions and work will stop should these conditions become too hazardous for workers.

4.4 Task 4 – Licensing, Clearances, Permitting, and Coordination

Prior to performing work, the drilling firm is responsible for obtaining and/or providing licensing, clearances, and permits, unless otherwise specified.

Licensing, clearances, permitting, and coordination may include the following:

- Drilling firm shall carry a valid C-57 license in the respective state for which the work will take place (Arizona).
- Tetra Tech will mark out locations and contact Arizona and Navajo utility clearance service.
- Drilling firm will identify in their bid and submit paperwork for any necessary boring permits upon award. Tetra Tech will pay associated fees.
- Tetra Tech will provide maps of sites with locations of proposed borings and sample locations as well as a table summarizing expected depths. Access rights are to be provided by USEPA and Navajo Nation.
- Tetra Tech and USEPA will work with other contractors to obtain biological, cultural resources, and archeological clearances before mobilization.
- A Stormwater Pollution Prevention Plan (SWPPP) will not be required; however, spill prevention and countermeasures and stormwater best management practices (BMP) should be available on site.

4.5 Task 5 – Mobilization

The driller will be responsible for mobilization of personnel, equipment and materials to perform work described in the contract. Two types of mobilizations are expected:

- Mobilization from drilling firm equipment yard to the Lukachukai Mountains near Cove, Arizona located approximately 70 miles west of Farmington, New Mexico. It is expected that work will occur over approximately 10 days, including mobilization and demobilization. Tetra Tech will attempt to coordinate work for all sites into a single mobilization, but multiple mobilizations may be required to complete the work.

- Repeated daily roundtrip mobilizations from the lodging location in Farmington, New Mexico to the project location in Cove, Arizona. Assume 1.5 hour travel time each way. There will not be a secure overnight staging area. Equipment may be left at remote drill site. Severe weather resulting site access issues (monsoon, road washouts, flooding, mud, etc.) may be encountered. Drilling firm is allowed to stop work if site conditions are not suitable for safe performance of work. Tetra Tech and drilling firm will review weather conditions prior to mobilization and confirm an adequate window exists for drilling activities. The daily mobilization to the site shall be included in the crew daily rate.
- Mobilization will include an initial staging area in Cove, Arizona. The drill rig will have to be walked to drill sites at distances of up to 4 miles at Mesa I Complex and Mesa IV Complex. The tracked mounted drill rig should be chosen based on this information.

4.6 Task 6 – Geotechnical Drilling and Sampling

Geotechnical drilling is needed on Mesa I and Mesa IV Complexes. Access is difficult and a tracked rig will be required. Potential drilling technology may be auger or sonic, but sonic drilling is preferred whenever possible to reduce the amount of water used in the operation. The drill shall be capable of switching to a hollow stem auger for collection of competent bedrock cores. Tetra Tech will collect either split-spoon or shelby tube samples at the boring locations.

The drilling contractor will advance each boring with a drill rig equipped with a 6-inch outside-diameter bit. Tetra Tech's field engineer will provide technical oversight during the field exploration, log the borings, and obtain samples. Samplers will be driven into the soil strata using a 140-pound auto hammer falling 30 inches. Samples of the subsurface rock materials will be obtained by coring with a 6-inch outside diameter bit. Cores will be collected every 5 feet from the cutting head, evaluated and stored in core boxes.

Tetra Tech will not be responsible for equipment failure. Quotations for drilling is required as per the following assumptions:

- Daily work rate for both rig and crew (10 hours), exclusive of daily mobilization to/from the project site resulting in a 13-hour day total.
- Drilling firm shall supply PPE and other safety equipment (hydration fluid, sun shade, etc.).
- Materials and consumables (including liners, sleeves, tubes) shall be provided as a unit cost per boring.
- **Only one of the two following drilling tasks, to be determined by Tetra Tech:**
 - Drill 2 borings at Mesa I Complex – East side. Samples will be collected every 5 feet to bedrock. Core 40 feet into bedrock to collect core samples.
 - Drill 4 borings at the Mesa 1 Camp area. Sampling every 5 feet to bedrock. Core 40 feet into bedrock to collect core samples.
- Drill 4 borings at Mesa I Complex: one at Burial Cell 6a/6b, one at Waste Pile M8, and two at proposed retention structure sites. Sampling every 5 feet to bedrock. Core 40 feet into bedrock to collect core samples.
- Drill 4 borings Mesa IV Complex. Sampling every 5 feet to bedrock. Core 40 feet into bedrock in all locations and recover core for geotechnical testing.
- Site conditions, site limitations, and project needs may require the quantity, type, and/or location of borings to change.

- Drilling firm to specify each type of limited access drill rig (type, size, weight).
- If drill experiences refusal (blockage) from something other than bedrock (e.g. a large boulder or ore cart), then the boring location shall be restarted from a nearby location at the discretion of the field professional. A refusal may be indicated by blockage at a much shallower depth than other borings, or a very abrupt refusal following relatively easy drilling.
- Backfilling of borings, if needed, with cuttings shall be performed within 18 inches of surface, then grouted or hole plugged to surface. Drilling firm shall verify backfill and restoration requirements.
- Personnel dust monitoring and engineering controls will be conducted by drilling firm.
- Drilling firm is required to provide drilling water, implement dust suppression and control measures at the drill rig site through application of water at drill penetration location.
- Overall drilling equipment will be dry decontaminated with scrapers and brushes before leaving the site.
- Decontamination water and excess soil that cannot be returned to the borings after sampling will be disposed of on ground at the drill site.
- Downtime due to equipment breakage exceeding 1 day will not be billable to Tetra Tech.
- Drilling firm shall immediately report to Tetra Tech any spill of fuel, oil, or hydraulic fluid of any size to the ground surface. Placement of plastic sheeting underneath drilling and heavy equipment is recommended to prevent any potential spill from contacting the ground surface.
- Equipment refueling shall be performed on level ground. If equipment is left at the mine site, refueling at the mine site is acceptable. Refueling shall take place at the beginning of the day when equipment is cool.

Summary of Proposed Geotechnical Drilling					
Location	Number of Boreholes	Number of Drill Pads	Estimated Depth to Bedrock	Coring Depths	Samples
Mesa I – East Side (optional)	2	2	Up to 10 ft	Up to 50 ft	Every 5 feet
Mesa I – Camp (optional)	4	4	Up to 10 ft	Up to 50 ft	Every 5 feet
Mesa I Waste Piles & Retention Structures	4	4	Up to 10 ft	Up to 50 ft	Every 5 ft
Mesa IV	4	4	Up to 10 ft	Up to 50 ft	Every 5 feet

4.7 Task 7 – Decontamination

Personnel and equipment will require decontamination due to the presence of various metals and radionuclides. Drilling firm is responsible for decontaminating their personnel, equipment, and tooling.

Decontamination may include the following:

- Tooling will require wet decontamination between boring locations and before leaving site for demobilization.
- Drilling rigs and other drilling equipment will require dry decontamination with scrapers and brushes between locations and before leaving site for demobilization.
- Tetra Tech to conduct radiation screening (frisking) of equipment and personnel before leaving job site. The level of radioactive contamination is low as material is not ore. Rig and tooling will be able to be decontaminated using dry brush, soap, and pressurized water as per other contaminated sites. Decontamination will be demonstrated by frisking and comparison to surface radioactivity of equipment at the site before site work.
- Drilling firm shall provide adequate equipment to perform wet and dry decontamination.
- Decontamination water and soil will be disposed of on ground at drill site.

4.8 Task 8 – Investigation Derived Waste

Investigative derived waste (IDW) may be generated during boring advancement.

IDW may include the following:

- Drill cuttings will be returned to borings.
- Excess soil that cannot be returned to the borings after sampling will be disposed of on ground at drill site.
- Decontamination fluids will be discharged to ground at the mine site.

PPE will be appropriately decontaminated, if necessary, and frisked out before containerization. Drilling firm is responsible for disposal of PPE and any other refuse generated during drilling activities at a municipal landfill.

4.9 Task 9 – Demobilization

Demobilization shall include all personnel, equipment, materials, trash and debris from the mine site upon completion of the work.

Demobilization may include the following:

- Demobilization cannot occur until after equipment and personnel have been frisked out by Tetra Tech. Dry decontamination of rig is anticipated to be sufficient.
- Demobilization from Lukachukai Mountains near Cove, Arizona located 70 mile west of Farmington, New Mexico to drilling firm equipment yard.
- We are guests on the Navajo Nation lands and are expected to leave it in the same condition or better than we found it.
- Drilling firm shall return the mine site or drainage to a similar or better condition than initially encountered, including removal of liquid spills, trash, debris, drilling firm equipment, drilling supplies and consumables, etc.

5.0 HEALTH AND SAFETY REQUIREMENTS

The drilling firm shall adhere to recognized health and safety practices for their industry or trade and shall conform to the requirements set forth in the following sections.

5.1 Applicable Health and Safety Requirements

The drilling firm shall maintain and implement its own health and safety program pursuant to the federal OSHA general industry standards and any state OSHA general industry safety orders and/or the federal OSHA construction industry standards and any state OSHA construction industry safety orders applicable to its industry. The drilling firm shall also comply with 10 Code of Federal Regulations (CFR) Part 20, Standards for Protection Against Radiation. Drilling firm shall complete a high-hazard qualification form prior to award.

5.2 Health and Safety Plan

A corporate HASP is required. A site-specific HASP that establishes the minimum health and safety program requirements for work is required. The site-specific HASP may take the form of a AHA as long as the corporate HASP is referenced and available for review. The drilling firm plan shall conform to the requirements of CFR 1910.120 (b)(4).

The drilling firm shall review the Tetra Tech HASP, including the Tetra Tech/ERG RPP, and sign the plan compliance agreement, and return the signed agreement prior to start of work. The drilling firm shall follow this requirement to lower-tier subcontractors.

5.3 Activity Hazard Analysis

A drilling firm shall prepare an AHA for task(s) it performs and require each of its own subcontractors (flow-down) to develop AHAs for their tasks. The AHA shall be prepared and submitted to Tetra Tech's on-site health and safety representative, who will forward the AHAs to Tetra Tech's Health and Safety

Program Manager for review and acceptance. The drilling firm shall not begin work until acceptance is received by Tetra Tech's Health and Safety Program Manager.

The format of the AHA shall contain at least the following items:

- Activity
- Principle steps
- Potential safety/health hazards
- Protective measures and recommended controls
- Equipment to be used
- Inspection requirements
- Training requirements
- SOPs referenced

The analysis shall define the activities to be performed and identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. Work shall not proceed on that work phase until the AHA has been accepted by Tetra Tech's Health and Safety Program Manager and a preparatory meeting has been conducted by the drilling firm to discuss its contents with everyone engaged in the activities, including Tetra Tech's on-site health and safety representative. The AHAs shall be continuously reviewed and, when appropriate, modified to address changing site conditions or operations, with the concurrence of Tetra Tech's Health and Safety Program Manager. AHAs shall be attached to and become a part of the drilling firm HASP.

Approximately 70 to 90 percent of the AHAs may be repetitive and carried over from project to project. The remainder should focus on specific physical, chemical, biological, and radiological hazard issues unique to each particular task. Examples of physical hazard issues are rough or unstable terrain, site access, remote sites, weather, flash flooding. Examples of chemical and radiological hazard issues are performing work in extra PPE or respirators and extra decontamination requirements. Examples of biological hazards include poisonous plants, biting and stinging insects, and aggressive wildlife and animals.

5.4 Other Requirements

5.4.1 Medical Surveillance Program

Drilling firm personnel shall meet the medical surveillance requirements set forth in the programmatic and contract-specific HASP. Drilling firm personnel shall be fit-tested for use of an air-purifying respirator within the last 12 months prior to performing work under this subcontract.

Drilling firm shall keep all employee radiation exposure levels as low as reasonably achievable (ALARA). The drilling firm shall establish a program for its employees to document the external exposure to ionizing radiation. The program shall use optically stimulated luminescent (OSL) or thermoluminescent dosimeter (TLD) badges to measure occupational doses. Electronic dosimeters may be used at the discretion of the site safety officer if deemed advisable. The dosimeter measures the radiation dose to which it is exposed, which represents the dose of radiation to the employee wearing the dosimeter at the time of exposure. The dosimeters badges selected should measure beta, gamma, neutron, and X-ray radiation.

5.4.2 Training Requirements

Drilling firm personnel shall meet the training requirements set forth in the programmatic and contract-specific HASP, including specific equipment operation and radiation awareness training. See Section 4.2 for details.

5.4.3 Safety Orientation and Meetings

Drilling firm shall provide safety orientations to employees assigned to this contract. The drilling firm shall also make its on-site employees available for Tetra Tech's field safety orientation at a designated time at the site.

5.4.4 Provision of Site Safety and Health Officer and Radiation Safety Officer

Drilling firm shall identify a site safety and health officer (SSHO) who shall be the point-of-contact for health and safety matters for the contract. Tetra Tech to also provide an SSHO and RSO independent of the drilling firm SSHO.

5.4.5 Hazard Communication

When hazardous materials are brought or used on site, the Hazard Communication standard applies, and safety data sheets (SDS) are required. The drilling firm shall deliver SDSs to Tetra Tech's on-site health and safety representative.

5.4.6 First Aid

Drilling firm shall maintain sufficient personnel current in standard industrial first aid and CPR (American Red Cross or US Bureau of Mines standard) and provide a minimum of one qualified person per work crew. Tetra Tech would prefer that each crew member is trained in first aid and CPR due to the remoteness of the site.

5.4.8 Waste Disposal

Drilling firm shall dispose of non-hazardous waste as directed by Tetra Tech's on-site health and safety representative. Refer to Section 4.8 for details.

5.4.9 Equipment and Equipment Inspections

Drilling firm shall maintain the following minimum equipment for each work crew (in addition to any specific requirements in the HASP): one fire extinguisher (15 lb. or 3A:40B:C) per vehicle.

Drilling firm shall also provide to Tetra Tech's on-site health and safety representative and maintain certification of inspection and safe operating condition for each heavy vehicle (greater than 8,000 pounds in weight), drill rig, or other machinery prior to use. Drilling firm shall maintain on site written documentation of regular inspection of all equipment and vehicles, in accordance with manufacturers recommendations, industry standards, the drilling firm written equipment or health and safety program. Unless otherwise specified, daily inspections are recommended due to remote location and rugged terrain.

5.4.10 Written Notification to Rental Agencies

It is the policy of Tetra Tech to provide written notification to rental agencies if rental equipment will be used on a hazardous waste site. If rental equipment is to be used, drilling firm shall provide written notification to the rental agencies that describes the intended use of the equipment, the site name and owner, the possibility of contamination of the equipment, and the steps the drilling firm will take to decontaminate the equipment. A written acceptance of the terms of the drilling firm notification shall be obtained from the rental agency and provided to the Tetra Tech on-site health and safety representative.

5.5 Personal Protective Equipment Requirements

The following are the minimum requirements for each PPE level, unless otherwise modified in the Tetra Tech site-specific HASP:

LEVEL D:	Hard hat; American National Standards Institute (ANSI) approved safety glasses; steel toe and shank leather work boot; long pants; sleeved shirt.
LEVEL D MODIFIED:	Same as above for Level D, with the addition of chemical protective (CP) Tyvek™, polyethylene coated Tyvek™, or saranex™ coveralls, CP gloves (nitrile, neoprene, viton construction).
LEVEL C:	Level D requirements outlined above as for Level D modified and full-face respirator with combination high-efficiency particulate cartridge.

Tetra Tech Inc. anticipates that work will be conducted in personnel protective equipment Level D. However, if personnel dust monitoring indicates that respiratory protection is required, drilling firm will assess and implement engineering controls (such as application of water at drill rig area) before upgrading to Level C.

5.6 Access and Security

Access to the site is through the use of public roads and dirt roads. No security clearance is required. No site security is available, range fencing may be present but should not be considered for security. Tetra Tech or the EPA will provide site access to the Mesa I and Mesa IV mining complexes.

5.7 Submittals

Before award, submit following to Tetra Tech Health and Safety Director:

- Corporate Programmatic HASP.
- High hazard contractor questionnaire.
- Company accident prevention plan and code of safe practices.
- Pre-Award Checklist for Citations, experience modification rate (EMR) and Accident and Injury Statistics.

Submit the following to Tetra Tech's on-site SSHO and RSO office 15 days prior to the start of field work:

- Drilling firm contract-specific HASP and AHA for each task(s) to be performed.
- Original copy of designation of company health and safety official and SSHO.
- Drilling firm signed Tetra Tech HASP and RPP compliance agreement form, as appropriate.
- Training certifications (including OSHA training, CPR/first aid training, and specific equipment operation).
- Medical certifications, including recent fit-test certification.

Submit the following to Tetra Tech's on-site SSHO and RSO 7 days prior to start of field work:

- Machinery inspection certifications.
- Truck driver medical certifications.
- Written notification to rental agencies.

6.0 LICENSING, CERTIFICATION, AND OTHER QUALIFICATIONS

Drilling firm must hold licenses in the state of Arizona to be considered for this award. Specifically, an operator must hold a C-57 license within an aforementioned state to conduct drilling in the state in which a project site is located. The drilling firm must provide evidence of licensing in each state to be considered for project work within that state.

Personnel working on a project site must have received 40 hour HAZWOPER certification, 8 hour HAZWOPER refresher training within the last year, first aid and CPR training within the last two years, and radiation awareness training within the last year. In addition, one member of each field crew should also have received 8 hour HAZWOPER supervisory training. Finally, the SHSO should also have received training in implementation of the RPP with respect to administering the personnel dosimetry program, ALARA principles, dust monitoring and mitigation, and use of radiation detectors for frisking of personnel and equipment.

To be considered for any potential award the drilling company will have to complete our Health and Safety questionnaire in Attachment C and submit it along with OSHA logs, EMR letter, and Certificate of Insurance for review and approval by the Tetra Tech Health and Safety Director if selected.

7.0 SCHEDULE

Submittal of questions regarding this RFP must be received by noon PST September 3, 2026. **A site walk is not required. If desired, it will need to be coordinated with Tetra Tech as soon as possible. All interested bidders will receive notification if a site walk is scheduled per request of the contractor. All questions asked/answered during the site walk will be distributed to potential bidders.** Submittal of bid packages is required by 5:30pm PST September 4, 2026. Tetra Tech anticipates negotiating rates and awarding contract upon approval by USEPA. **Borings will be completed before EOD October 30, 2026. Expected duration of work will be up to 10 days for geotechnical drilling.**

8.0 SUBMITTAL REQUIREMENTS

The proposal size is not limited. However, the proposal should be concise and provide all requested information. Marketing materials are not to be included. Proposals submitted after the specified due date and time in the RFP shall be rejected as late. No late proposals will be accepted. The drilling firm shall submit their proposal electronically to the Tetra Tech point of contacts listed at the end of this section. Proposals not submitted in the manner described herein may be considered non-responsive and be subject to rejection.

The following items are requested from the drilling firm to be considered a legitimate responder to this SOW. Omission of any of the below listed items without prior approval from Tetra Tech may disqualify the drilling firm from consideration.

- A contact/go-to person and contact information (name, title, address, telephone, and email).
- A copy of required licenses and certifications.
- Identification of Native American, Small, and Local Business status, if applicable.
- Number of each type of rig specified in the SOW and crew available to evaluate capacity.
- Confirmation that you can mobilize for field work by October 2026.
- A completed pricing schedule in Attachment A with any additional information, as appropriate.

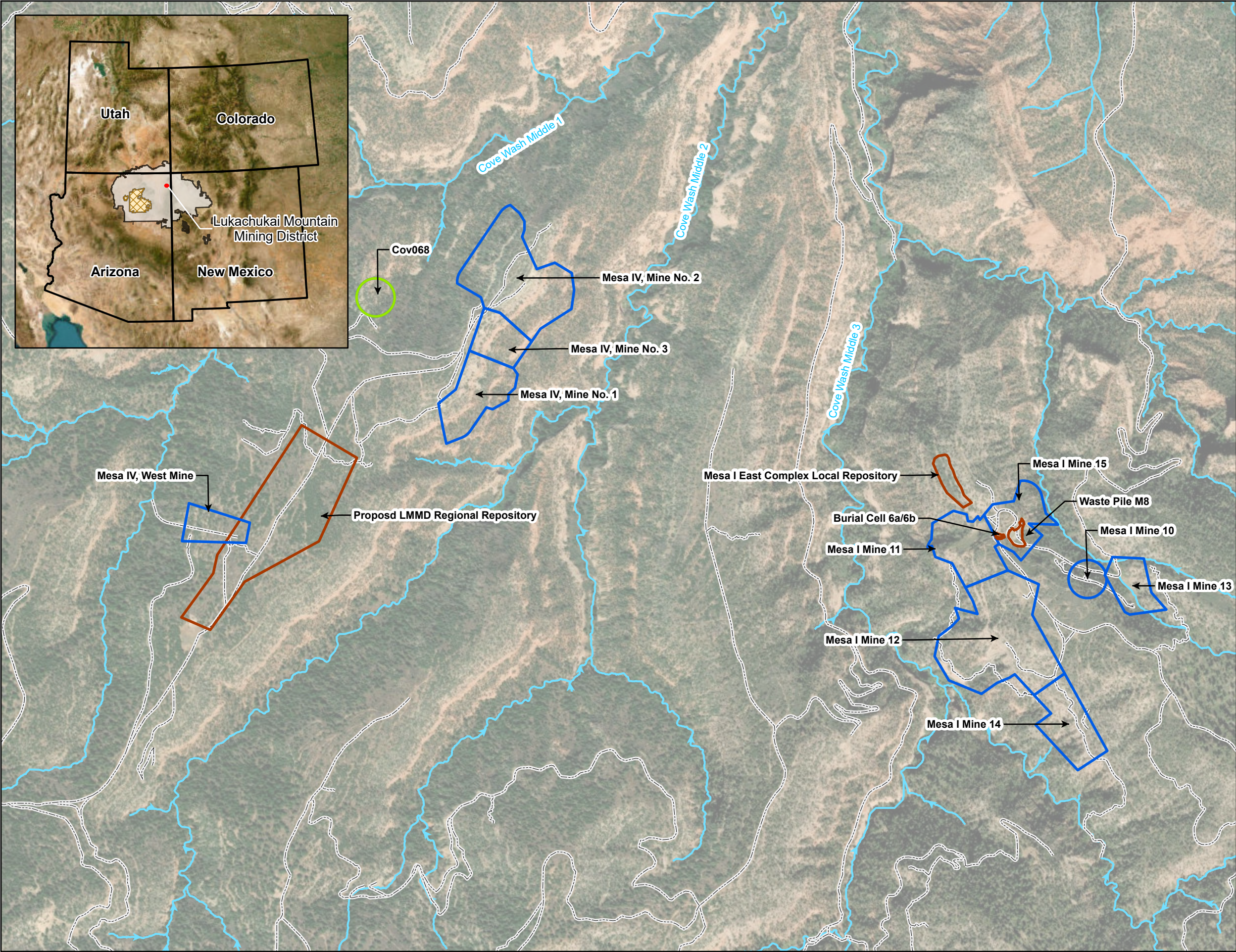
Please conform with schedule items. Changes may be deemed nonresponsive. If in doubt, ask for clarifications in writing.

- Unit prices provided in Attachment A must be valid through December 2026.
- A “No Bid” (NB) response should be provided on Attachment A for services identified in the Price Schedule that the drilling firm is unable to perform.
- A list of assumptions for each task and subtask of Attachment A (i.e. rig type and tooling size, consumable type and quantity). Questions are encouraged to reduce the need for assumptions.
- A brief statement as to whether the bidder and/or bidder’s partners, subcontractor(s), joint venture associates, or any other individual or entity of the bidder’s team has any potential conflicts that may arise in the performance of the services requested in this RFP. A conflict of interest check will be required for each bidder for the contract-specific scope of work and award evaluation process.
- Identify those services, if any, which will be performed by subcontractors or others (“Subcontractors”). If the bidder utilizes subcontractors, it must provide a list of the Subcontractor’s name(s) and include their responsibilities and qualifications. Indicate whether the Offeror has sufficient licenses, qualifications, and approvals that are required to perform the services requested in this RFP.
- A completed Representations and Certifications, provided as Attachment B with this RFP. This form must be completed, dated, signed, and returned with your offer.
- A completed Health and Safety Questionnaire, provided as Attachment C with this RFP. This form must be completed, dated, signed, and returned with your offer.

TETRA TECH, ITS OFFICERS, AGENTS, AND EMPLOYEES WILL NOT BE RESPONSIBLE FOR ANY ORAL INSTRUCTION, MODIFICATION, OR CLARIFICATION RELATED TO THIS RFP. THE BIDDERS SHALL NOT RELY UPON ORAL COMMUNICATIONS.

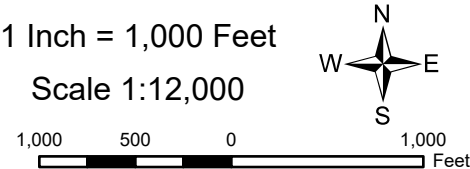
Questions must be submitted via e-mail to Rindy.Mortensen@tetrattech.com and colin.mccoy@tetrattech.com by noon PST on September 3, 2026.

Return your completed bid packages to Rindy Mortensen and Steve Kreuger **by 5:30pm PST on September 4, 2026** via e-mail at Rindy.Mortensen@tetrattech.com and Steve.Krueger@tetrattech.com



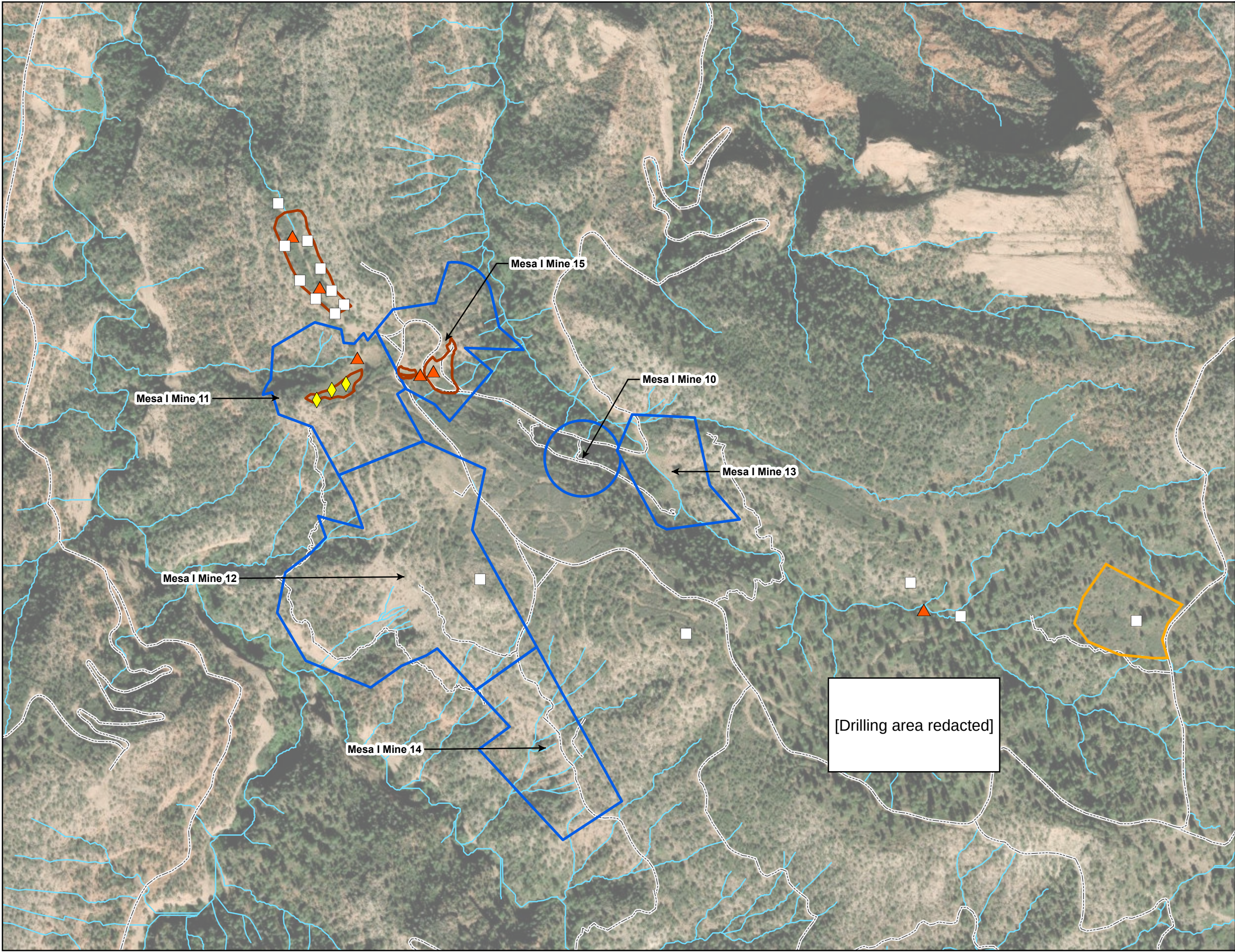
- Geotechnical Investigation Area
- Atlas AUM Sites**
 - Tronox AUM
 - Tronox Additional Mine Area
- Access Route
- Drainage

Notes:
AUM Abandoned uranium mine
LMMD Lukachukai Mountains Mining District



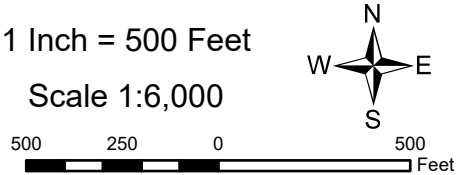
SITE LOCATION

Prepared For: U.S. EPA Region 9	Prepared By:
	TETRA TECH 1999 Harrison Street, Suite 500 Oakland, CA 94612
Task Order No.: 018	Contract No.: 68HE0923D0002
Location: COVE CHAPTER NAVAJO NATION	Date: 8/11/2026
Coordinate System: NAD 1983 State Plane Arizona East FIPS 0201 Feet Transverse Mercator	Figure No.: 1



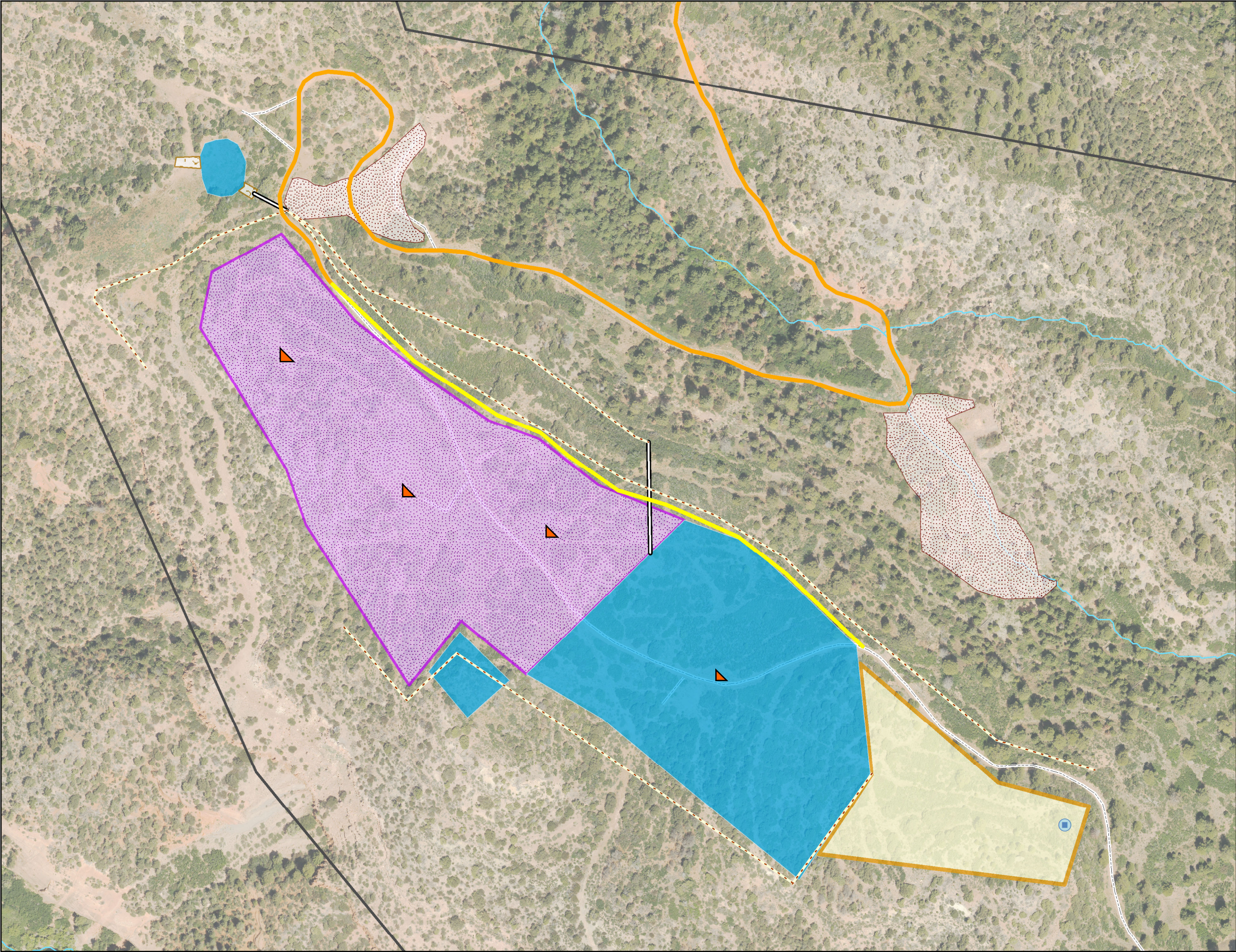
- ▲ Proposed Geotechnical Drilling Locations
- ◆ Previous Geotechnical Drill Locations (2024)
- Proposed Test Pit Location
- ▭ Geotechnical Investigation Area
- ▭ Tronox AUM
- Vehicular Access Roads (Paved and Unpaved)
- Drainage

Note:
AUM Abandoned uranium mine

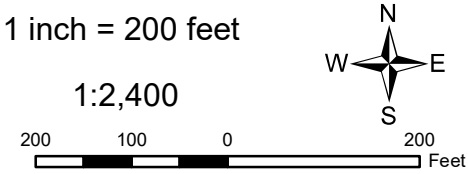


**MESA I COMPLEX - EAST SIDE
GEOTECHNICAL INVESTIGATION AREA**

Prepared For: U.S. EPA Region 9		Prepared By:	
		 TETRA TECH 1999 Harrison Street, Suite 500 Oakland, CA 94612	
Task Order No.: 018		Contract No.: 68HE0923D0002	
Location: COVE CHAPTER NAVAJO NATION		Date: 8/11/2026	
Coordinate System: NAD 1983 State Plane Arizona East FIPS 0201 Feet Transverse Mercator			Figure No.: 2



- Proposed Construction Water Well Placement
- Culvert
- Rock-Lined Ditch and Berm
- Mesa I Haul Road Bypass
- Cove to Mesa I Access Road
- Access Route - Vehicular
- Drainage
- Backfill
- Rock Field
- Proposed Mesa I Repository
- Proposed Laydown Yard
- Proposed Stormwater Detention Basin
- Mine Lease Boundary - Koley Black Lease
- Proposed Geotechnical Drilling Locations



**MESA 1 TOP ALTERNATIVE
ON-MESA REPOSITORY AND FEATURES**

Prepared For: U.S. EPA Region 9



Prepared By:



Task Order No.:

0007

Contract No.:

68HE0923D0002

Location:

NAVAJO NATION

Date:

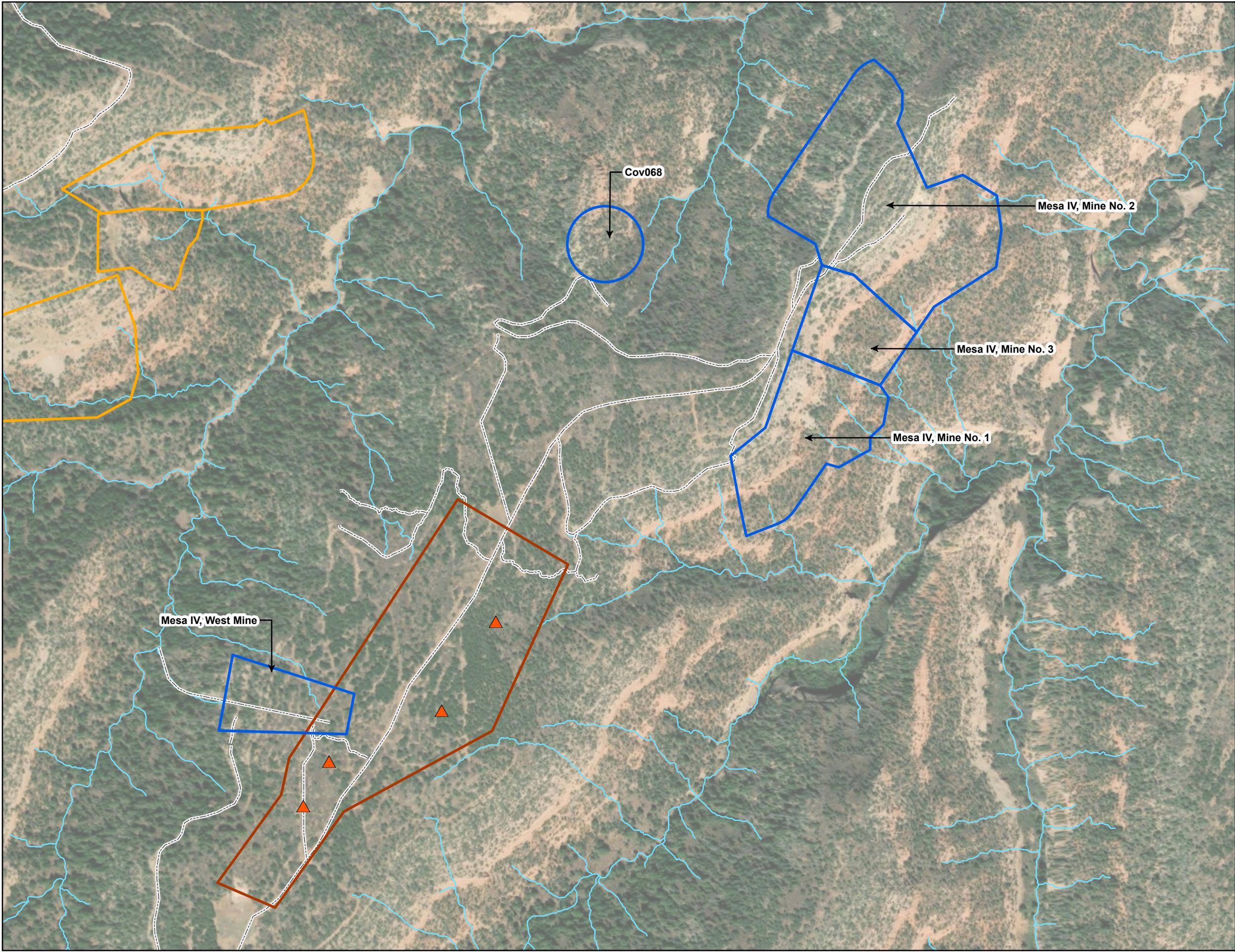
11/21/2023

Coordinate System:

NAD 1983 State Plane Arizona East
FIPS 0201 Feet Transverse Mercator

Figure No.:

3



- ▲ Proposed Geotechnical Drill Locations
- ▭ Geotechnical Investigation Area
- ▭ Tronox AUM
- ▭ Cyprus AUM
- Vehicular Access Roads (Paved and Unpaved)
- Drainage

Note:
AUM Abandoned uranium mine

1 Inch = 500 Feet
Scale 1:6,000

500 250 0 500
Feet

N
W E
S

MESA IV
GEOTECHNICAL INVESTIGATION AREA

Prepared For: U.S. EPA Region 9		Prepared By:	
		 TETRA TECH 1999 Harrison Street, Suite 500 Oakland, CA 94612	
Task Order No.: 018		Contract No.: 68HE0923D0002	
Location: COVE CHAPTER NAVAJO NATION		Date: 8/11/2026	
Coordinate System: NAD 1983 State Plane Arizona East FIPS 0201 Feet Transverse Mercator			Figure No.: 4

ATTACHMENT A**PRICE SCHEDULE
ENVIRONMENTAL DRILLING****BIDDER'S NAME:** _____**CONTRACTOR'S LICENSE NO.:** _____**DATE:** _____

Task Number	Description	Unit	Quantity	Unit Cost	Extended Cost
001	Site Reconnaissance	Lump Sum	1	0	0
005	Mobilization Includes Tasks: 002 Preparation of HASP 003 Drill Site Preparation 004 Licensing and Clearances	Lump Sum	1		
006	Geotechnical Drilling and Sampling				
	6a. Mesa 1 Camp Repository (Optional)				
	(i) Crew rate	Day	2		
	(ii) Water supply	Day	2		
	(iii) Soil & bedrock samples	Each	Up to 40		
	6b. Mesa 1 East Side Repository (Optional)				
	(i) Crew rate	Day	1		
	(ii) Water supply	Day	1		
	(iii) Soil & bedrock samples	Each	Up to 20		
	6c. Mesa 1 Waste Piles and Retention Structures				
	(i) Crew rate	Day	3		
	(ii) Water supply	Day	3		
	(iii) Soil & bedrock samples	Each	Up to 40		
	6d. Mesa IV				
	(i) Crew rate	Day	2		
	(ii) Water supply	Day	2		
	(iii) Soil & bedrock samples	Each	Up to 40		
	Possible additional days	Day	1	Based on above Task 006 prices	
	Possible additional collections	Each	TBD		
007	Decontamination	Lump Sum	1		
008	Investigation Derived Waste	Lump Sum	1	0	0
009	Demobilization	Lump Sum	1		
Total Extended Cost					

ATTACHMENT B: Offeror Representations and Certifications

Name of Individual or Organization: _____

Address: _____

Phone Number: _____

Small Business Program Representations (FAR 52.219-1). See Definitions on page 4.

Please indicate below all your company's applicable business classifications:

- ☐ Large Business
- ☐ Small Business (Please check any applicable sub-categories below)
- ☐ Woman-Owned Small Business
 - ☐ HUBZone Small Business (Must be SBA Certified)
 - ☐ Veteran-Owned Small Business
 - ☐ Service-Disabled Veteran-Owned Small Business
 - ☐ Small Disadvantaged Business (Please check any applicable sub-categories below)
 - ☐ Black American
 - ☐ Hispanic American
 - ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
 - ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China (including Hong Kong), Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
 - ☐ Subcontinent Asian Americans (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
 - ☐ Individual/Concerns, other than one of the preceding.
- ☐ Historically Black College/University or Minority Institution

Number of Employees (All Employees): ☐ 50 or Less ☐ 51 - 500 ☐ More than 500

Average 3 Years Annual Receipts: ☐ Under \$7 million ☐ \$7.1-\$14million ☐ \$14.1-\$19 million

☐ \$19.1-\$25.5 million ☐ \$25.6-\$35.5 million ☐ Over \$35.5 million

The undersigned hereby certifies under penalty of law that the statements herein are accurate, current and complete and shall hold Tetra Tech harmless as a result of any damages it suffers resulting from any misrepresentations herein, or any failure to notify Tetra Tech of any change in status. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under USC Section 1001, Title 18. The undersigned agrees to immediately notify Tetra Tech in writing if any change in its business status occurs.

Name of Individual or Organization

Date

Signature with Authority

Type or Printed Name

Taxpayer Identification Number (TIN) (FAR 52.204-3):

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.
 - ☐ Offeror reports income under a Social Security Number, and will provide it on IRS form W-9 under separate, protected cover.

Type of Organization (FAR 52.204-3):

- ☐ Sole Proprietorship;
- ☐ Partnership;
- ☐ Corporate Entity (not tax-exempt);
- ☐ Corporate Entity (tax-exempt);
- ☐ Government Entity (Federal, State, or local);
- ☐ Foreign Government;
- ☐ International Organization per 26 CFR 1.6049-4;
- ☐ Non-profit Organization/Educational Institution;
- ☐ Other _____

Do you have an accounting system approved for U.S. Government cost reimbursement contracting? ☐ yes ☐ no

If so, who is your cognizant audit agency? _____

Do you have a U.S. Government-approved Property Management System? ☐ yes ☐ no

Do you have a U.S. Government-approved Purchasing System? ☐ yes ☐ no

Is the product or service being provided to Tetra Tech considered "commercial"?

☐ yes ☐ no

Common Parent (FAR 52.204-3):

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent: Name: _____ TIN: _____

North American Industrial Classification System (NAICS) (To find applicable NAICS codes, see www.naics.com)

Primary NAICS Code: _____ Secondary NAICS Codes: _____

System for Award Management (FAR 52.204-7), Annual Representations and Certifications (FAR 52.204-8), and Reporting Subcontract Awards (FAR 52.204-10)

www.sam.gov Unique Entity Identifier (UEI) (previously DUNS#): _____

UEI/DUNS of Parent Company: _____ (indicate "N/A" if no parent company)

Has your company completed the annual representations and certifications electronically via the System for Acquisition Management (www.sam.gov) website?

☐ yes ☐ no

Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (E.O. 12689) (FAR 52.209-5)

Is your company or any Principals presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency?

☐ yes ☐ no

Has your company or any Principals, within the last 3 years, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property?

☐ yes ☐ no

Is your company or any Principals, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with any of the above-enumerated offenses?

☐ yes ☐ no

Has your company or any Principals had any contracts terminated for default by any Federal agency within the last 3 years?

☐ yes ☐ no

Has your company, within a 3 year period preceding this offer, been notified of any delinquent Federal Taxes for which the liability remains unsatisfied?

☐ yes ☐ no

FAR 52.209-6, Protecting the Government's Interest when Subcontracting with Contractors, Debarred, Suspended, or Proposed for Debarment. Seller represents that at the time of signing, this Subcontract, the Seller, or its principals are NOT debarred, suspended, or proposed for debarment by the Federal Government (see FAR 9.404 for information on the List of Parties excluded from Federal Procurement and No-procurement Programs). If the Seller or its principals are debarred, suspended, or proposed for debarment by the Federal Government, the Seller shall disclose this information to the Buyer.

Employment Eligibility Verification - In accordance with FAR 52.222-54 (NOV 2021) Offeror certifies that:

- ☐ Offeror is enrolled in the E-Verify system and will provide a copy of the "Company Information" page screen.
- ☐ Offeror is not currently enrolled in E-Verify but is willing to do so as a material condition of a Subcontract, Consulting Agreement, or Purchase Order.
- ☐ Offeror is not enrolled in E-Verify and will decline a Subcontract, Consulting Agreement, or Purchase Order subject to the requirements of FAR 52.222-54 (NOV 2021).
- ☐ Offeror is self-employed, is not required to complete an I-9 form, and is exempt from enrolling in E-Verify.

Prohibition of Segregated Facilities (FAR 52.222-21)

Does your company confirm that you do not, and will not, maintain or provide for your employees any segregated facilities at any of your establishments, and that you do not and will not permit your employees to perform their services at any location under your control where segregated facilities are maintained?

☐ yes ☐ no

Previous Contracts and Compliance Reports (FAR 52.222-22)

Has your company participated in a previous contract or subcontract subject to the Equal Opportunity clause?

☐ yes ☐ no

Has your company filed all required compliance reports?

☐ yes ☐ no

Equal Opportunity (FAR 52.222-26)

Does your company agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, handicap, age, or veteran's status in compliance with Executive Order 11246, "Equal Employment Opportunity," as amended, and the rules, regulations, and orders of the Secretary of Labor?

☐ yes ☐ no

Affirmative Action Compliance (FAR 52.222-25)

Has your company developed and have on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2)?

☐ yes ☐ no

Previously, has your company held contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor?

☐ yes ☐ no

Compliance with Veterans' Employment Reporting Requirements (FAR 52.222-38)

Does your company hereby certify that if it is subject to the reporting requirements of 38 U.S.C. 4212(d) it has submitted the most recent VETS-4212 Report required by that clause?

☐ yes ☐ no

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007) (FAR 52.203-11)

Does your company hereby certify that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

☐ yes ☐ no

Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Additional Certifications - by submission of this document the Offeror represents that it—**Representation Regarding Combating Trafficking in Persons (FAR 52.222-50)**

(a) Will not engage in any trafficking in persons or related activities, including but not limited to the use of forced labor, in the performance of this contract;

(b) Has hiring and subcontracting policies to protect the rights of its employees and the rights of subcontractor employees and will comply with those policies in the performance of this contract; and

(c) Has notified its employees and subcontractors of the responsibility to report trafficking in persons violations by the Contractor, Contractor employees, or subcontractor employees, at any tier; and

☐ yes ☐ no

Certification Regarding Knowledge of Child Labor for Listed End Product (FAR 52.222-18)

Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (1) or paragraph (2), below:

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

Covered Telecommunications Equipment or Services -Representation (FAR 52.204-26)

The Offeror represents that—

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, as defined in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

DEFINITIONS

Affirmative Action Compliance: In accordance with 41 CFR 60-2.1, each nonconstruction contractor must develop and maintain a written affirmative action program for each of its establishments if it has 50 or more employees and: (i) has a contract of \$50,000 or more; or (ii) has Government bills of lading which in any 12-month period, total or can reasonably be expected to total \$50,000 or more; or (iii) serves as a depository of Government funds in any amount; or (iv) is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes in any amount.

Child Labor "Forced or indentured child labor" means all work or service— (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Commercial Item is any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes and (a) has been sold, leased, or licensed to the general public; or (b) has been offered for sale, lease, or license to the general public. Installation services, maintenance services, repair services, training services, and other services may be considered commercial if (a) the services are provided in support of a "commercial item"; (b) the provider of services provides similar services contemporaneously to the general public under terms similar to the Federal Government; or (c) are of a type offered and sold competitively in the commercial marketplace on established catalog or market prices under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. (For more detail, see FAR 2.101).

Common Parent, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities. DUNS+4 number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

Equal Opportunity/Previous Contracts and Compliance Reports: In accordance with 41 CFR 60-1, transactions of \$10,000 or under are exempt from the Equal Opportunity Clause. However, if a contractor has contracts or subcontracts with the Government in any 12-month period which have an aggregate total value exceeding \$10,000, the \$10,000 or under exemption does not apply.

Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

HUBZone means a historically underutilized business zone that is an area located within one or more qualified census tracts, qualified nonmetropolitan counties, or lands within the external boundaries of an Indian reservation. A HUBZone small business concern is a concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a).

Principals, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Segregated Facilities, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Service-Disabled Veteran-Owned Small Business Concern means a small business concern (a) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (b) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small Business Concern, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.

Small Disadvantaged Business Concern is a small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged. This can include a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and whose management and daily business is controlled by one or more such individuals. To obtain awards, a small disadvantaged business concern must certify that it has received certification by the Small Business Administration consistent with 13 CFR 124, Subpart B; and that no material change in disadvantaged ownership and control has occurred since its certification. Also, where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2).

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

Veteran-Owned Small Business Concern means a small business concern (a) not less than 51 percent of which is owned by one or more veterans [as defined at 38 U.S.C. 101(2)] or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (b) the management and daily business operations of which are controlled by one or more veterans.

Veterans' Employment Reporting Requirements: In accordance with 38 U.S.C. 4212(a) each contractor who has a contract in the amount of \$25,000 or more entered into by any department or agency for the procurement of personal property and non-personal services for the United States shall report at least annually to the Secretary of Labor.

Women-Owned Small Business Concern, means a small business concern (a) that is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (b) whose management and daily business operations are controlled by one or more women.

ATTACHMENT C

Health and Safety Requirements For Various Services In Support of High-Hazard Site Projects

The activities to be performed by the selected subcontractor will require providing various support services in support of a hazardous waste site activity, and there may be some potential for subcontractor personnel to encounter hazardous waste in the performance of their tasks. Therefore, the requirements of OSHA standard 29 CFR 1910.120 (entitled Hazardous Waste Operations and Emergency Response) are applicable to subcontractor services. The Subcontractor will also be required to recognize and comply with any other OSHA or other regulatory requirements applicable to their services.

The Contractor Health and Safety Questionnaire included as Attachment 1 **must** be completed and included with bid submittals. Bidders should note that **copies of their completed OSHA Injury and Illness annual summary Logs for the last 3 full calendar years must also be provided with submitted bids (i.e., OSHA Form 300 and Form 300A).** Any bids received that do not include both a completed Questionnaire and accompanying OSHA 300A/300 Logs will be considered nonresponsive. If your organization is exempt from maintaining OSHA injury and illness documentation, a different form of documentation (containing at least the same information as the 300A/300 Logs) may be used, but this information must **still** be submitted with the bid.

The Checklist included below should be used to ensure that bidders comply with all Health and Safety submission requirements. The information provided as Attachment 2 (if provided) presents additional information and explanation for the bidder's use in preparing their bid submissions and may be required of the successful bidder.

Bidder Health and Safety Submission Checklist

Item	Include With EVERY Submittal	If Part of a Proposal, Submit With Proposal	Submit To Tetra Tech Project Manager After Notice of Award and Prior To Mobilization
Completed Contractor Health And Safety Questionnaire	X	X	
OSHA 300A/300 Logs For Previous 3 Calendar Years (redacted if necessary)	X	X	
Letter from insurance carrier insurance stating the current EMR	X	X	
Current, valid certificate of insurance (i.e. ACORD Certificate or similar proof of coverage)	X	X	
Employee Information for Site Access		X	X
Employee Training/Medical Surveillance Letter		X	X
Copies of applicable employee training certificates and medical surveillance clearances (for each participating employee)			X
Chemical Inventory and Material Safety Data Sheets			X

CONTRACTOR HEALTH AND SAFETY QUESTIONNAIRE

Date: _____

Telephone Number: _____

Fax Number: _____

E Mail Address: _____

Name of Company: _____

Address: _____

Submitted By: _____ Title: _____

Type(s) of Primary Services Offered: _____

Your firm's primary North American Industry Classification System (NAICS) code or Standard Industry Classification (SIC) code number: NAICS #: _____ SIC #: _____

1. Has your company performed work as a subcontractor to Tetra Tech previously?

☐

Yes

☐

No

If yes, explain the nature of the work, project location, Tetra Tech Point of Contact, and project dates (if your company has worked for Tetra Tech on multiple contracts, include this information only for the most recent job):

2. List your company's Workers' Compensation Experience Modification Rate (EMR) for the last 3 full years below. Put the most recent year first (i.e. 2024 or current 2025). Please attach documentation from your insurance carrier stating the current EMR. If you have different rates for interstate and intrastate, complete both of the following sections:

INTRASTATE EMRs

Year 1: _____ EMR: _____ Carrier _____

Year 2: _____ EMR: _____ Carrier _____

Year 3: _____ EMR: _____ Carrier _____

INTERSTATE EMRs

Year 1: _____ EMR: _____ Carrier _____

Year 2: _____ EMR: _____ Carrier _____

Year 3: _____ EMR: _____ Carrier _____

3. If you do not have any EMR information to provide, please explain (or attach additional documentation as necessary): _____

4. How long have you been covered by your current provider of worker's compensation insurance?
 _____ years

5. Has there been a change in ownership in your company within the last 3 years?
☐ Yes ☐ No

6. Does your company employ more than 10 full time employees?
☐ Yes ☐ No

If yes, what is the average number of employees on your payroll for the last 3 years?
 2025 _____ 2024 _____ 2023 _____

7. Using data from your OSHA 300 Logs for the last 3 full calendar years, complete the table below. Put the most recent data first. **A copy of each OSHA 300A/300 Log used to fill in the table MUST BE submitted with this questionnaire.** If your organization is exempt from maintaining OSHA 300A/300 Logs, a different form of documentation (containing at least the same information as a 300A/300 Log) may be used, but this information must still be submitted. Forms can be downloaded from OSHA: <http://www.osha.gov/recordkeeping/RKforms.html>

	2025	2024	2023
A. Number of Fatalities (Total from column G on OSHA 300 Log)			
B. Number of cases that involved lost workdays and/or days of restricted work activity (Totals from columns H and I on OSHA 300 Log)			
C. Total Recordable Cases (total number of entries in column A on the 300 Logs)			
D. Total Man-hours worked			
E. OSHA Total Cases Incidence Rate*			
F. OSHA Lost Workday Cases Incidence Rate*			

* Instructions on calculating the OSHA Incidence Rates for Question #7:

The equations below demonstrate how to do the calculations.

$$\frac{\text{Total Cases (item C) X 200,000}}{\text{Total Man-hours Worked (item D)}} = \text{OSHA Total Cases Incidence Rate (item E)}$$

$$\frac{\text{Lost Workday Cases (item B) X 200,000}}{\text{Total Man-hours Worked (item D)}} = \text{OSHA Lost Workday Cases Incidence Rate (item F)}$$

Note: Only man-hours actually worked by direct employees of your company and temporary workers contracted and under the direct supervision of your company are to be used in calculating your OSHA Incidence Rates. Do not include any non-work hours even if these hours were paid (vacation, holidays, sick-time, etc.).

8. Please place a check beside the classification below which most closely describes your company's primary type of business.

Classifications

(Check one only)

Drilling Contractor	_____
Land Surveyor	_____
Waste Transporter	_____
Residential Building Contractor	_____
Non-residential Building Contractor	_____
Heavy Construction (except building)	_____
Highway/Street Contractor	_____
Heavy Construction (except highway)	_____
Plumbing, Heating, Air Conditioning Contractor	_____
Electrical Contractor	_____
Masonry/Stonework/Plastering Contractor	_____
Roofing/Siding/Sheet Metal Contractor	_____
Concrete Contractor	_____
Nondestructive Testing	_____
Miscellaneous Special Trades	_____
Other (please describe briefly) _____	_____

9. Attach copies of any citations your company has received in the last 3 years from any government regulatory agency, such as Federal or state OSHA or EPA. Please include information as to the disposition of the citation and any corrective actions taken by your company. If your company has not had any citations in the last 3 years, indicate so in the space provided.

☐ No citations received in the last 3 years.

10. Has your company experienced any occupational fatalities in the past 5 years?

☐ Yes

☐ No

If yes, provide an explanation below. List location, causes, and corrective actions (use additional sheets of paper as necessary)

11. Have your activities resulted in property damage claims in excess of \$1,000 within the last 3 years?

☐ Yes

☐ No

If yes, provide an explanation below (use additional sheets of paper as necessary)

12. Do you have a written occupational safety and health program? (If yes, we may request a copy)

☐ Yes

☐ No

13. If yes, who is responsible for administering the program? _____

14. Explain how health and safety requirements are implemented and enforced on your jobsites?

15. Indicate subject matter in which your employees have received training:

	Yes	No		Yes	No
Company safety policy/rules	☐	☐	Fire protection/hot work	☐	☐
Confined space entry	☐	☐	Decontamination Procedures	☐	☐
Heavy equipment operation	☐	☐	Hazard communication/Right-to-Know	☐	☐
Health and safety plan requirements	☐	☐	Electrical safety/lockout-tagout	☐	☐
Chemical and physical hazard recognition	☐	☐	Fall Protection	☐	☐
Emergency response procedures	☐	☐	First aid/CPR	☐	☐
Injury reporting	☐	☐	Drum handling	☐	☐
Personal protective equipment	☐	☐	Drilling hazards	☐	☐
Non-injury accident reporting (near-miss)	☐	☐	Hearing conservation	☐	☐
Respiratory protection	☐	☐	Trenching/excavation	☐	☐

16. Have the employees whom you intend to use on this project been trained in accordance with the OSHA Hazardous Waste and Emergency Response (HAZWOPER) standard [29 CFR 1910.120(e)]?

☐ Yes

☐ No

17. What is the frequency of your HAZWOPER refresher training? _____

18. Can you provide documentation of such training?

☐ Yes

☐ No

19. How many hours of initial HAZWOPER safety and health orientation training are conducted?

20. How many hours of annual HAZWOPER safety and health orientation training are conducted?

21. Do you conduct field safety inspections of work in progress?

☐ Yes

☐ No

a) If yes, who conducts inspection? _____

b) How often? _____

22. Do you conduct routine equipment inspection/maintenance on your vehicles including drill rigs, excavators etc.?

☐ Yes

☐ No

23. Do you have a Medical Surveillance Program as required by 29 CFR 1910.120(f)?

☐ Yes ☐ No

24. Do you intend to use ANY subcontractors in order to complete the proposed project?

☐ Yes ☐ No

If yes, complete the following for EACH proposed lower-tier subcontractor. Include all subcontractors and be aware that they too will likely require Tetra Tech approval (attach additional sheets as necessary)

Name of lower-tier subcontractor #1: _____
Lower-tier subcontractor's scope of work? _____

Name of lower-tier subcontractor #2: _____
Lower-tier subcontractor's scope of work? _____

Name of lower-tier subcontractor #3: _____
Lower-tier subcontractor's scope of work? _____

Name of lower-tier subcontractor #4: _____
Lower-tier subcontractor's scope of work? _____

Name of lower-tier subcontractor #5: _____
Lower-tier subcontractor's scope of work? _____

Please have an officer of the company sign below certifying that the information provided in this document is current and correct.

Officer Name _____
(Printed)
Title _____
Signature _____
Date _____

MISREPRESENTATION OF DATA REQUESTED IS GROUNDS FOR IMMEDIATE TERMINATION OF CURRENT SUBCONTRACTS AND DISQUALIFICATION FROM FUTURE CONSIDERATION.

ATTACHMENT D
RAES EPA PRIME CONTRACT #68HE0923D0002
Supplemental, Federal Acquisition Regulation and Environmental
Protection Agency Acquisition Regulation flow-down Contract Clauses

These supplemental clauses and Federal Acquisition Regulation (FAR) and Environmental Protection Agency Acquisition Regulation (EPAAR) are incorporated by reference in this Subcontract with the same force and effect as if included herein in full text. Unless specified otherwise, the clauses in effect on the date of this Subcontract are applicable hereto.

Certain provisions of the Federal Acquisition Regulation (FAR), as listed below, apply directly between the Seller and Government. When such provisions are included herein as applicable to this Subcontract, the term "Contractor" shall mean "Subcontractor," "Seller" or "Vendor" and the term "Contract" shall mean "Subcontract."

The following provisions apply between Buyer and Seller. Where necessary in order to properly express the relationship of the Buyer and Seller and fulfill the intent of these clauses, the term "Contractor" means "Seller" or "Subcontractor", the term "contract" means "Subcontract", the term "Government" means "Buyer", or "Prime Contractor" and the term "Contracting Officer" shall mean "Buyer's Subcontracts Representative."

LABOR STANDARDS REQUIREMENTS: This order must comply with McNamara-O'Hara Service Contract Act (see FAR 52.222-41, 52.222-42, 52.222-43, 52.222-53, 52.222-51 and 52.222-62 included below) as well as with Executive Orders 13706 and 14026, incorporated here by reference as if in full text.

Local Clauses EPA-H-04-101 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

(a) The contract contains the Federal Acquisition Regulation (FAR) Clause 52.215-2 ""Audit and Records - Negotiation (JUN 1999),"" wherein the contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7, ""Contractor Records Retention"") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract (including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract). Such files shall be made available for examination, audit or reproduction.

(b) The contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site-related response activities. In such proceedings, the contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the contractor shall make available to the Government, and only to the Government, the records described in (a) and (b) above for a period of ten (10) years after final payment under the contract (See FAR 4.703(b)(1)).

(d) In addition, the contractor shall make available to the Government, and only to the Government, the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the Contracting Officer, or (2) ten (10) years have passed from the date of final payment, and no litigation involving the records has been instituted, and approval of the Contracting Officer is obtained. In no event should individual records be destroyed if litigation relating to such records is in-process or pending.

(f) From time to time, the Government may, in support of litigation cases, have the need for the contractor to research and make available such records in a form and manner not normally maintained by the contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

Local Clauses EPA-H-07-101 PUBLIC COMMUNICATION

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust, and to not mislead the public, the Contractor shall, when communicating with outside parties, identify itself as an Agency Contractor. When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

Local Clauses EPA-H-07-102 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

Local Clauses EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

Local Clauses EPA-H-09-104 DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

(a) The Agency has determined that a significant potential conflict of interest would exist if a current Region 6 or 9

ERRS contractor is awarded this contract. To be eligible for award, each offeror must demonstrate that it is not currently a Region 6 or 9 ERRS contractor.

(b) In addition, the Agency has determined that offerors with a relationship, financial or otherwise, with a current Region 6 or 9 ERRS contractor may have a potential conflict of interest. Therefore, offerors responding to this solicitation are requested to disclose any such relationships in their proposal. The disclosure statement must address actual or potential organizational conflicts of interest within the offeror's entire corporate umbrella, including parent companies, sister companies, affiliates, subsidiaries, and other interests held by the offeror; generally limited up to third tier relations unless there are potential conflict of interest concerns related to more distant affiliates. Offerors who are determined to have a conflict will be provided an opportunity to submit a plan which describes how any such conflicts will be avoided, mitigated or neutralized. The Agency will determine an offeror's eligibility for award based on the information provided.

(c) The purpose of requesting the information in paragraph (b) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest of individual offerors prior to award. The fact that an offeror has a relationship with a current Region 6 or 9 ERRS contractor will not necessarily disqualify the offeror for consideration for award on the basis of actual or potential conflicts of interest. There is no set formula for determining what relationships would result in a determination by the Contracting Officer that award to a particular offeror would not be in the best interests of the Government due to organizational conflict of interest concerns; each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, mitigating or neutralizing such conflicts.

Local Clauses EPA-H-09-106 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

If specified in the Task Order the contractor shall provide the contracting officer a conflict of interest certification within twenty (20) calendar days of receipt of the TO. Where TO's are issued for work on or directly related to a site, the contractor is only required to provide a conflict of interest certification for the first TO issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO or relating to this TO, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO or other work relating to this site. If not specified in the Task Order, the contractor shall comply with clause entitled "TDD COI Notification".

Local Clauses EPA-H-11-101 HEALTH AND SAFETY

(a) The nature of the work to be performed under this contract is inherently hazardous. The Contractor is responsible for the safety of its employees and subcontractor employees on-site. However, the EPA Safety, Health and Environmental Management Program (SHEMP) manager, in coordination with the Contracting Officer (CO) and Contracting Officer's Representative (COR), has the authority to review and establish the minimum standards of safety for all individuals on-site at any time. Establishment of such standards are subject to the changes clause. In performance of work under this contract the Contractor shall, as a minimum, satisfy all Federal, state and local statutes, regulations, ordinances, etc., regarding health and safety. The Contractor shall implement and manage a Health and Safety Plan in compliance with all requirements of EPA and the Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120/121 for activities at hazardous waste sites.

(b) The Contractor shall ensure that all Contractor personnel working at the site are in compliance with EPA, OSHA, National Fire Protection Association, state and local, internal agency policies and guidelines, and minimum standards as specified by the contract-level COR. The required level of protection may be specified by the On-Scene Coordinator (OSC) or authorized COR, CO, and/or SHEMP manager, but shall not be below what is required by applicable statutes and regulations, and shall be followed by the Contractor. If the Contractor has a dispute

with respect to health and safety, which cannot be resolved among the OSC, authorized COR, CO, SHEMP manager, and the Contractor's Health and Safety representative, the matter will be referred to the Program or Regional Health and Safety Officer and to the Contractor's corporate Health and Safety representative for resolution.

If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, NJ, for consultation with EPA's Safety and Sustainability Division Director at Headquarters for final determination. During this dispute resolution process, the Contractor must implement an OSC, authorized COR, or SHEMP manager directive pertaining to health and safety upon issuance. Implementation of this directive may be subject to the changes clause, if the CO deems it to be a substantial change to the contract.

(c) When a specific site safety plan is required as part of a task order to be developed by the Contractor, the plan shall be submitted to the OSC, authorized COR, and SHEMP manager for review and approval prior to commencing work. Upon receipt of the OSC's, authorized COR's, and SHEMP manager's approval and notification of CO, the Contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been directed by the OSC, authorized COR, and SHEMP manager. If a site safety plan is provided by the Government, the Contractor agrees to follow such plan unless objections are made known to the OSC, authorized COR and SHEMP manager within twenty-four (24) hours of its submission to the Contractor (or less if specified in the task order.) In any event, the Contractor's commencement of cleanup services absent notification of objections to the OSC, authorized COR and SHEMP manager, is deemed as acceptance of the safety plan. The Contractor is responsible for reporting any injuries, illnesses or fatalities to the OSC, authorized COR and SHEMP manager; and to report in accordance with OSHA regulations and internal agency policies and guidelines.

(d) Notwithstanding the EPA's aforementioned rights to direct Contractor compliance with certain health and safety standards, levels and plans, the Contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However, any extra costs associated with these more stringent requirements shall not be borne by the EPA.

Local Clauses EPA-H-11-103 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT

The award of this contract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the Contractor, for liability under any provision of CERCLA. Furthermore, if the Contractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under the contract. The disclosure of any potential conflicts of interest as required in the CONFLICT OF INTEREST NOTIFICATION clauses in this contract shall not be construed or interpreted as an admission by the Contractor of any liability under CERCLA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the Contractor of any defenses it may have or may wish to assert in any action by the Government under CERCLA.

Local Clauses EPA-H-11-104 SIGNING OF UNIFORM HAZARDOUS WASTES MANIFESTS

(a) Unless otherwise directed in writing by the EPA Project Officer, the Contractor is authorized to sign uniform hazardous waste manifest forms (40 CFR Part 262) ("manifests") and land ban notifications/certifications/demonstrations (40 CFR Part 268.7 and .8)("land ban records") for EPA at Superfund sites which involve off-site transport of hazardous wastes. The Contractor shall sign the manifests and land ban records after writing or printing the phrase "On behalf of the United States Environmental Protection Agency" in the signature block. The Contractor shall not be considered a generator of hazardous wastes solely as a result of having signed the manifests or land ban records on behalf of EPA. Nothing contained in this paragraph shall be construed to create an agency relationship between the Contractor and EPA except with respect to the authorization to sign the manifests and land ban records. This authorization only extends to sites assigned under this contract. (b) This clause may be inserted in subcontracts. The contractor may delegate the authority set forth herein to its subcontractors.

Local Clauses EPA-H-11-106 SALVAGEABLE PRODUCTS

Salvageable products, and the proceeds derived from them, may become the property of the Government. If materials recovered from cleanup activities are salvageable, the Government may elect to have the contractor

transport such recovered materials to an appropriate facility or directly to a commercial salvage company. If the Government elects to have the contractor deliver recovered materials to a commercial salvage company, the contractor shall obtain receipts for payment, and these payments shall be applied as a credit to the contract. If the balance of allowable contract costs is less than the credit for recovered materials, the contractor shall reimburse the Government for the difference.

Local Clauses FAR 52.223-99 (DEVIATION) ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (DEVIATION)

(a) Definition. As used in this clause United States or its outlying areas means

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>. Under System of Record Notice EPA-89, EPA is authorized to collect contractor verification, vaccination, and testing information. EPA reserves the right to request this information from the contractor at its discretion.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

Local Clauses FAR 52.232-99 DEV PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/>
(End of clause)

FAR 52.202-1 DEFINITIONS. (JUN 2020)

FAR 52.203-3 GRATUITIES. (APR 1984)

FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (NOV 2021)

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (NOV 2021)

(a) *Definition.*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

EPA Hotline Poster may be obtained from: <http://www.epa.gov/oig/hotline/html> or write to EPA Office of Inspector General ATTN: OIG Hotline (2443) 1200 Pennsylvania Avenue, NW Washington, DC 20460

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract-

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)

FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUN 2020)
(awards over \$30,000)

FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)

FAR 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS. (OCT 2016)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (NOV 2021)

(a) *Definitions.* As used in this clause-

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.* (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES. (DEC 2023)

FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (NOV 2021)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (NOV 2021)

(a) Definitions. As used in this clause-

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
- (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph

(c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer; item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-PROHIBITION (DEC 2023)

FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)

FAR 52.210-1 MARKET RESEARCH. (NOV 2021)

FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (JUN 2020)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (JUN 2020)

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (AUG 2018)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2018)

FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING. (SEP 2021)

FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (SEP 2021)

FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)

FAR 52.222-3 CONVICT LABOR. (JUN 2003) (E.O. 11755)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION. (MAY 2018)

FAR 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025) (E.O. 13126) Applies to contracts for supplies exceeding the micro-purchase threshold

FAR 52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT. (JUN 2020)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)

FAR 52.222-26 EQUAL OPPORTUNITY. (SEP 2016) (E.O. 11246)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (JUN 2020)

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUN 2020)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS. (AUG 2018)

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 2014)

FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARD PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (AUG 2018)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (NOV 2021)

FAR 52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES-REQUIREMENTS. (MAY 2014)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (MAY 2022) (applicable for awards over \$3,500)

FAR 52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER E.O. 14026 (JAN 2022)

FAR 52.222-62 PAID SICK LEAVE UNDER E.O. 13706 (JAN 2022)

FAR 52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2024) (DEVIATION FEB 2025)

FAR 52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2024) (DEVIATION FEB 2025)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (FEB 2021)

FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2024)

FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS. (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, **seven** days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in title 10 of the Code of Federal Regulations, in effect on the date of

this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and

activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

FAR 52.223-10 WASTE REDUCTION PROGRAM (MAY 2024) (DEVIATION FEB 2025)

FAR 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS. (MAY 2024)

FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (AUG 2018)

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (JUN 2020)

FEB 52.223-23 SUSTAINABLE PRODUCTS AND SERVICES (MAY 2024) (DEVIATION 2025)

FAR 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)

FAR 52.224-2 PRIVACY ACT. (APR 1984)

FAR 52.225-1 BUY AMERICAN SUPPLIES (OCT 2022)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (FEB 2021) (E.O.S, PROCLAMATIONS, AND STATUTES ADMINISTERED BY THE OFFICE OF FOREIGN ASSETS CONTROL OF THE DEPARTMENT OF THE TREASURY)

FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS. (JUN 2020)

FAR 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES. (JUN 2000)

FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)

FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)

FAR 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)

FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)

FAR 52.230-2 COST ACCOUNTING STANDARDS. (JUN 2020)

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)

FAR 52.232-1 PAYMENTS. (APR 1984)

FAR 52.232-8 DISCOUNT FOR PROMPT PAYMENT (FEB 2002)

FAR 52.232-11 EXTRAS. (APR 1984)

FAR 52.232-17 INTEREST. (MAY 2014)

FAR 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)

FAR 52.232-22 LIMITATION OF FUNDS. (APR 1984)

FAR 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)

FAR 52.232-25 PROMPT PAYMENT (JAN 2017)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (MAR 2023)

FAR 52.233-1 DISPUTES. (MAY 2014)

FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)

FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

FAR 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)

FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)

FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (SEP 2021)

FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)

FAR 52.242-13 BANKRUPTCY. (JUL 1995)

FAR 52.242-14 SUSPENSION OF WORK. (APR 1894)

FAR 52.242-15 STOP-WORK ORDER. (AUG 1989)

FAR 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987)

FAR 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987)

FAR 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)

FAR 52.243-7 NOTIFICATION OF CHANGES. (JAN 2017)

FAR 52.244-2 SUBCONTRACTS. (JUN 2020)

FAR 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (JAN 2025)

FAR 52.245-1 GOVERNMENT PROPERTY. (SEP 2021)

FAR 52.245-9 USE AND CHARGES. (APR 2012)

FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE. (AUG 1996)

FAR 52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT. (APR 1984)

FAR 52.246-6 INSPECTION – TIME AND MATERIALS AND LABOR HOUR (MAY 2001)

FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

FAR 52.247-5 FAMILIARIZATION WITH CONDITIONS. (APR 1984)

FAR 52.247-12 SUPERVISION, LABOR, OR MATERIALS. (APR 1984)

FAR 52.247-14 CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT. (APR 1984)

FAR 52.247-15 CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING. (APR 1984)

FAR 52.247-17 CHARGES. (APR 1984)

FAR 52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE. (APR 1984)

FAR 52.247-22 CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS. (APR 1984)

FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)

FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)

FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)

FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)

FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.
(End of clause)

FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (JUL

EPAAR 1552.208-70 PRINTING. (SEP 2012)

EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. (MAY 1994)

EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL.(MAY 1994)

EPAAR 1552.209-74 LIMITATION OF FUTURE CONTRACTING. (APR 2004)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) The Contractor will be ineligible to enter into a contract for remedial action projects for which the Contractor has developed the statement of work or the solicitation package.

(c) The following applies when work is performed under this contract: Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the work assignment, task order, or tasking document and for a period of five (5) years after the completion of the work assignment, task order, or tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) Any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA

under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(e) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(f) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(g) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (g) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(h) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(i) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

(End of clause)

EPAAR 1552.211-75 WORKING FILES. (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in the contractor's working files upon request of the Contracting Officer.

(End of clause)

EPAAR 1552.216-79 AWARD TERM AVAILABILITY OF FUNDS. (FEB 2008)

Funds are not presently available for any award term. The Government's obligation under any award term is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Government for any award term payment may arise until funds are made available to the Contracting Officer for an award term and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994)

EPAAR 1552.228-70 INSURANCE LIABILITY TO THIRD PERSONS. (OCT 2000)

EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)

EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1984)

EPAAR 1552.235-73 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

EPAAR 1552.235-75 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996). (APR 1996)

EPAAR 1552.235-76 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

EPAAR 1552.237-74 PUBLICITY. (APR 1984)

EPAAR 1552.237-75 PAPERWORK REDUCTION ACT. (APR 1984)

EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

EPAAR 1552.235-77 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)

EPAAR 1552.235-78 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)

EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (DEC 2018)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing EPA regulations (40 CFR part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI). An EPA contractor may assert a business confidentiality claim covering part or all of the information submitted by the contractor in a manner that is consistent with 40 CFR 2.203(b). If no such CBI claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to the EPA contractor, pursuant to 40 CFR 2.203(a), and will not require the additional measures set forth in this section.

(b) Possible circumstances where the EPA may release the Contractor's CBI include, but are not limited to the following:

- (1) To EPA contractors and other federal agencies and their contractors tasked with recovery, or assisting the Agency in the recovery, of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9607, as amended, (CERCLA or Superfund) and/or Sec. 311(c) of the Clean Water Act (CWA), as amended by the Oil Pollution Act of 1990 (OPA) (33 U.S.C. 1321(c));
- (2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the EPA and representing the EPA or other federal agencies in procedures for the recovery of Superfund expenditures and costs and damages to be deposited to the Oil Spill Liability Trust Fund (OSLTF);
- (3) To the U.S. Department of the Treasury and contractors employed by that department for use in collecting costs to be deposited to the Superfund or the OSLTF;
- (4) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. 9607), OPA Sec. 1002 (33 U.S.C. 2702), or CWA Sec. 311 (33 U.S.C. 1321) and their insurers or guarantors ('Potentially Responsible Parties') for purposes of facilitating collection, settlement or litigation of claims against such parties;
- (5) To EPA contractors who, for purposes of performing the work required under the respective contracts, require

access to information that the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the CWA (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); CERCLA (42 U.S.C. 9601 et seq.); or the OPA (33 U.S.C. 2701 et seq.);

(6) To EPA contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(7) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(8) To Speaker of the House, President of the Senate, or Chairman of a Congressional Committee or Subcommittee;

(9) To entities such as the United States Government Accountability Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(10) To EPA contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the EPA; and

(11) Pursuant to a court order or court-supervised agreement.

(c) The EPA recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, CBI shall be released under paragraphs (b)(1), (2), (3), (4), (5), (6), (7) or (10) of this clause only pursuant to a confidentiality agreement.

(d) With respect to EPA contractors, EPAAR §1552.235-71 will be used as the confidentiality agreement. With respect to contractors for other federal agencies, EPA will expect these agencies to enter into similar confidentiality agreements with their contractors. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA, the CWA, or the OPA. Such entities include, but are not limited to, accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the EPA to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.
(End of clause)

EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

(End of clause)

EPAAR 1552.237-70 CONTRACT PUBLICATION REVIEW PROCEDURES. (APR 1984)

- (a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.
- (b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Contracting Officer's Representative will notify the Contractor of review completion within 21 calendar days after the Contractor's transmittal to the Contracting Officer's Representative of material generated under this contract. If the Contractor does not receive Contracting Officer's Representative notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.
- (c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:
- (1) The Contractor shall submit to the Contracting Officer and the Contracting Officer's Representative, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.
 - (2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."
 - (3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Contracting Officer's Representative, and one copy to the Contracting Officer.
- (d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

- (e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.
(End of clause)

The following Clauses are applicable to all awards exceeding \$150,000

FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (JUN 2020)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (JUN 2020)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (JUN 2020)

The following Clauses are applicable to all awards exceeding the Simplified Acquisition Threshold (\$250,000)

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (JUN 2020)

FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (JUN 2020)

FAR 52.227-1 AUTHORIZATION AND CONSENT. (JUN 2020)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (JUN 2020)

The following Clauses are applicable to all awards exceeding \$750,000

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (JUN 2020)

FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)

U.S. ENVIRONMENTAL PROTECTION AGENCY(EPA)

CLASS DEVIATION DETERMINATION AND FINDINGS

Class Deviation from the Federal Acquisition Regulation (FAR) Regarding Executive Orders 14148 and 14208

FINDINGS

1. Executive Order (E.O.) 14148, “Initial Rescissions of Harmful Executive Orders and Actions,” of January 20, 2025 (see 90 FR 8237), revoked E.O. 14057, “Catalyzing Clean Energy Industries and Jobs Through Federal Sustainability,” of December 8, 2021.
2. E.O. 14208, “Ending Procurement and Forced Use of Paper Straws,” of February 10, 2025 (see 90 FR 9585), directs agencies to take appropriate action to eliminate policies designed to disfavor plastic straws.
3. Civilian Agency Acquisition Council (CAAC) Letter 2025-02 Supplement 1, authorizes agencies, including EPA, to issue a class deviation from the FAR to ensure compliance with Executive orders 14148 and 14208 until the FAR has been amended. The CAAC Letter also serves as consultation with the Chair of the CAAC required by FAR 1.404(a)(1).

Added Clauses per the Interim Policy Notice 25-02 Class Deviation to Multiple Clauses and Provisions Resulting from CAAC Letter 2025-02, Supplement 1, dated June 3, 2025(paragraph 5) that bring the contract in compliance with E.O. 14173 and E.O. 14168

FAR 52.223-1 Biobased Product Certification (MAY 2024) (DEVIATION FEB 2025)

Biobased Product Certification

As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture at <https://www.biopreferred.gov/resources/categories.html>) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

FAR 52.223-23, Sustainable Products and Services (MAY 2024 (DEVIATION FEB 2025)

Sustainable Products and Services

(a)Definitions. As used in this clause—

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 4270.2).

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (42 U.S.C. 6903).

Sustainable products and services means

(1) Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>).

(2)Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (<https://www.energy.gov/eere/femp/search-energy-efficient-products> and <https://www.energystar.gov/products?s=mega>).

(3)Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR part 3201) (<https://www.biopreferred.gov>).

(4)Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone (42 U.S.C. 76711) (40 CFR part 82, subpart G) (<https://www.epa.gov/snap>).

(b)Requirements.

(1)The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract.

(2)The Contractor shall ensure that the sustainable products and services required by this contract are—

(i)Delivered to the Government;

(ii)Furnished for use by the Government;

(iii)Incorporated into the construction of a public building or public work; and

(iv)Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.

(c)Resource. The Green Procurement Compilation (GPC) available at <https://sftool.gov/greenprocurement> provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which statutory purchasing programs apply to a specific product or service.

End of clause

**FAR 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024)
(DEVIATION FEB 2025)**

Reporting of Biobased Products Under Service and Construction Contracts

(a) Definitions. As used in this clause—

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 4270.2).

USDA-designated product category means a generic grouping of products that are or can be made with biobased materials—

(1) That are listed by USDA in a procurement guideline available at <https://www.biopreferred.gov/resources/categories.html>); and

(2) For which USDA has provided purchasing recommendations (available at <https://www.biopreferred.gov>).

(b) The Contractor shall report to <https://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(c) Submit this report no later than—

(1) October 31 of each year during contract performance; and

(2) At the end of contract performance.

(End of clause)

FAR 52.223-10 Waste Reduction Program (MAY 2024) (DEVIATION FEB 2025)

Waste Reduction Program

(a) Definitions. As used in this clause-

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) The Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C.6962, et seq.) and implementing regulations (40 CFR Part 247).

(End of clause

RFO – 52.222-90 -- Addressing DEI Discrimination by Federal Contractors (APR 2026) (DEVIATION APR 2026)

(a) Definitions. As used in this clause-

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

- (1) The Contractor will not engage in any racially discriminatory DEI activities;
- (2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
- (3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
- (4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
- (5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
- (6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

ATTACHMENT E: SUBCONTRACT TERMS AND CONDITIONS
GENERAL SITE WORK, CONSTRUCTION AND REMEDIATION ACTIVITIES

1. DEFINITIONS

- (a) "Work" shall mean the services of Seller's personnel described by Buyer and any other Work as may be added to or performed in connection with the Subcontract.
- (b) "Client" shall mean the person or entity by whom Buyer has been issued a Prime Contract to perform services.
- (c) "Jobsite" shall mean the area or location designated by Buyer at which Work is being performed.

2. RELATIONSHIP OF PARTIES. Seller, including its employees, agents or representatives, shall be deemed an independent contractor and not an agent or employee of Buyer. All benefits, coverages and claims of its employees shall be the sole obligation of Seller. Unless specifically authorized by Buyer, Seller shall have no authority to make commitments of any kind on behalf of Buyer.

This Subcontract is entered into by Buyer and Seller, there is no direct relationship, or privity of contract, between Seller and Buyer's Client. Except as may be expressly set forth in these terms and conditions, and with Buyer's Client express consent, Seller shall not acquire any direct claim or direct action against Buyer's Client. Seller's sole remedy for any claim must be agreed upon and passed through by Buyer.

3. REQUIREMENTS FOR SELLER'S EMPLOYEES. Seller shall furnish competent, skilled employees experienced in the type of Work to be performed. Seller shall, when requested by Buyer, promptly remove any person considered by Buyer to be incompetent, unsatisfactory or undesirable.

4. WARRANTY. Seller warrants that Seller and its employees shall, in performing Work hereunder, exercise the degree of skill, care and diligence consistent with the highest industry standards and perform Work in accordance with any and all drawings, specifications or requirements provided by Buyer, and that such Work will be suitable for the purpose intended. Should Seller fail to perform to those standards, it shall (a) without cost to Client or Buyer, reperform and correct any substandard Work; and (b) reimburse Buyer for Buyer's direct, incidental, consequential or other costs resulting from or arising in connection with breach of such warranty. If Seller fails to replace or correct any such Work after reasonable notice, Buyer may, at its sole option, cause such Work to be replaced or corrected and all costs and expenses incurred in connection therewith shall be borne by Seller. Provided, however, that if the deficiency in the Work poses an immediate health and safety risk to Buyer, Client or others, then Buyer shall have the right to direct reperformance and correction of the substandard Work by the most immediate means available, and reasonable costs thereof shall be borne by Seller.

Seller also warrants that any goods supplied are merchantable, of highest quality, comply with specifications, drawings and data submitted to or by Buyer, are free from defects, whether patent or latent, in design, material and workmanship and are suitable for the particular use for which the items are purchased and are free and clear of all liens and encumbrances. Seller shall transfer all manufacturer or vendor warranties associated with the goods supplied to Buyer and/or any entity designated by Buyer.

Any Work corrected as a consequence of this Article shall be subject to the same warranty as provided for the original Work.

The rights and remedies of Buyer as provided in this Article and elsewhere in this Subcontract shall in no way limit any other rights and remedies Buyer may have under this Subcontract or at law or in equity.

5. COMPLIANCE/PRIVACY/ETHICAL CONDUCT OF BUSINESS. Seller shall fully comply with all federal, state and local laws, ordinances, statutes, rules, regulations, license and permit conditions or requirements (hereinafter "Laws"), including but not limited to all Laws pertaining to the environment and/or natural resources, all Laws pertaining to employment, all Laws pertaining to health and safety, and any and all other Laws affecting Seller's performance of Work hereunder. Seller shall, if requested, furnish proof of any license or permit required in connection with the performance of Work. All fees and charges in connection with Seller's compliance with applicable Laws shall be borne by Seller. In the event of violation by Seller of any applicable Laws, or the failure of Seller to comply with same, Seller shall pay all fines, penalties and other expenses, including attorneys' fees, imposed upon or incurred by Seller or Buyer in connection therewith.

Each party shall comply with all applicable laws and regulations relating to the processing, protection, or privacy of personal data, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction. Each party agrees that it shall keep such personal data in a secure technological environment.

Seller endeavors to hold itself and its lower-tier Suppliers to the highest ethical and compliance standards, including basic human rights, encouraging fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management systems and the conduct of business in an ethical manner.

6. ANTI-BRIBERY AND FRAUD. Seller represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery and anti-fraud laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, UK Bribery Act of 2010 and Economic Crime and Corporate Transparency Act of 2023, Brazilian Clean Companies Act, Corruption of Foreign Public Officials Act, and other laws as may apply.

7. VENDOR CODE OF CONDUCT. TETRA TECH, INC. maintains business practice standards that are intended to protect the Company's reputation, the quality of its products and services, and the best interests of its clients, shareholders, and employees, and we require all vendors to uphold the same level of integrity. The dedication by TETRA TECH, INC. and all employees to our Corporate Code of Conduct demonstrates our commitment to the highest standards of ethical conduct that we also require of all vendors, suppliers and subconsultants ('vendors'). Subconsultant is required to follow our Vendor Code of Conduct which flows down our Corporate Code to all vendors. Our Vendor Code of Conduct is available at this link: [Vendor-Code-of-Conduct-Policy.pdf \(tetratech.com\)](#), which discusses, among other things, Equal opportunity, Non-Discrimination and Harassment, Anti-Slavery and Human-Trafficking, Wage and Working Age Laws, Anti-Kickback Act, Ethical Record keeping and reporting, Legal Compliance, Anti-Bribery and Corruption Laws, Violation Reporting, etc.

8. INSURANCE. Without limiting any of the other obligations or liabilities of the Seller, the Seller shall at its sole expense, provide and maintain in effect at all times during the performance of the Work and any warranty period, the minimum insurance coverage(s) in accordance with the requirements, Insurance Requirements, incorporated herein by reference, for the Seller and any lower tier subcontractors. Prior to the execution of this Subcontract, Seller shall furnish to the Buyer a Certificate of Insurance acceptable to Buyer evidencing compliance with Buyer's requirements. Certificates shall identify on their face the project name and the applicable Subcontract number. Seller is also required to provide an updated or renewal certificate of insurance prior to the expiration date of a certificate. Receipt of certificates which vary from Buyer's Insurance Requirements shall not be deemed to waive the terms of such Requirements. Except for Workers Compensation and Professional Liability, Seller shall include Buyer and its respective affiliated companies and their officers, directors, and employees as additional Insureds by means of an unrestricted endorsement to its insurances policies. Such insurance shall be primary insurance and contain a Severability of Interest clause. Any other insurance maintained by the additional insureds named above shall not contribute with insurance provided by the Seller's insurer(s) under this additional insured provision. Seller's policies shall provide a waiver of subrogation in favor of Buyer and all additional insureds named above. Buyer may request that Seller provide copies of such policies to Buyer for review within ten (10) days of commencement of Work. Seller shall maintain copies of all such policies. Seller is required to provide 30-days prior written notice of any change to its insurance coverage or that of any approved lower tier subcontractor. If Seller fails to provide or maintain the required insurance, or if the insurance company fails, for whatever reason, to honor any claims made against the insurance, Seller shall be fully and individually liable for any such claims. All deductibles are the responsibility of Seller. Neither Buyer nor Client is maintaining any insurance on behalf of Seller. The requirements contained herein as to types and limits, as well as Buyers approval of insurance coverage to be maintained by Seller, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Seller under this subcontract. Seller or its lower-tier subcontractor or suppliers shall not be permitted to continue with the Work or maintain a presence on the jobsite unless a current certificate of insurance complying with the requirements of this Subcontract is held by Buyer.

If Professional Liability Coverage, Pollution Legal and Environmental or Impairment Liability Coverage is noted, Insurance Coverage Applicability Matrix, Seller is required to maintain Professional Liability Coverage, Pollution Legal and Environmental Impairment Liability Coverage for a period of one (1) year from contract completion and/or termination. Should the required Professional Liability Coverage, Pollution Legal and Environmental Impairment Liability Coverage be provided on a Claims Made basis, Seller shall either provide "tail coverage" if Seller switches insurance carriers or have the current policies renewed by the same insurance carrier who originally issued the Professional Liability Coverage, Pollution Legal and Environmental Impairment Liability Coverage. If the required Professional Liability Coverage, Pollution Legal and Environmental Impairment Liability Coverage is renewed it must be made retroactive to a date prior to work first commencing under this Subcontract. Seller must show proof that it is maintaining the required Professional Liability Coverage, Pollution Legal and Environmental Impairment Liability Coverage. If Seller subcontracts any of its Work or portion thereof, Seller shall flow down this provision as required by this Subcontract to its lower-tier Subcontractors. The obligations of Seller under this Insurance Article, shall survive termination of this Subcontract.

9. CHANGES. Buyer may, without invalidating this Subcontract, make changes of any kind within the general scope of this Subcontract. Changes made to this Subcontract shall be incorporated by written Change Order or Amendment only and shall not be binding unless signed by Buyer's Contractual Representative. If a change causes an increase or decrease in the cost of or the time required for performance of this order, Seller shall give written notice within three (3) days of receipt of the change and shall specify in full and complete detail the basis for its assertion of its right to an adjustment within seven (7) days thereafter. Claims asserted thereafter shall be deemed waived.

Notwithstanding the above, it is understood and agreed to by the parties that any changes to this subcontract that are initiated by or arise out of Client action or inaction are conditioned upon Client's approval. Seller's subcontract shall be modified to incorporate the change upon Client's written notice that Buyer's contract is modified to reflect the change.

Failure to agree to any adjustment shall be a dispute under Article 14 (Disputes). However, nothing in this Article shall excuse Seller from proceeding with its Work as directed by Buyer.

10. NOTIFICATION OF CHANGES. Seller shall not be entitled to the payment of any additional compensation for any cause other than as specifically provided for in this Subcontract, including without limitation any act, or failure to act by Buyer, or the Client or the happening of any event, thing, or occurrence (hereinafter "changes") unless Seller shall have given Buyer due written notice of any conduct by Buyer or the Client (including actions, inactions, and written or oral communications) that Seller regards as a change to the terms of this Subcontract.

The written notice of change shall set forth all facts required to allow the evaluation of reasons for the change and the evaluation of its merits. Notice shall be given as soon as possible, and whenever possible, prior to the time that the Seller commences performance of the work giving rise to the potential change, or as otherwise specified in the Subcontract, or in all other cases within five (5) days after the happening of the event, thing, or occurrence giving rise to the potential change.

It is the intention of this Article that any difference between the parties, arising under and by virtue of this Subcontract, be brought to the attention of Buyer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate remedial action promptly taken. Seller hereby agrees that it shall have no right to additional compensation, excuse for nonperformance, or any claim that may be based on any act, failure to act, event, thing, or occurrence for which timely written notice of potential changes as herein required was not filed.

Notwithstanding the above, it is understood and agreed to by the parties that any changes to this subcontract are conditioned upon Client's approval. Seller's subcontract shall be modified to incorporate the change upon Client's written notice that Buyer's contract is modified to reflect the change.

11. FORCE MAJEURE. Time is of the essence in Seller's performance of Work under this Order. Seller shall not be considered in default in the performance of its obligations hereunder to the extent that such performance is delayed by causes outside its control and not due to its fault or negligence and not reasonably foreseeable or, if foreseeable, cannot be avoided by the exercise of all reasonable efforts, including acts of civil or military authority, acts of God, acts of war, acts of government, riot, insurrection, blockages, embargoes, sabotage, epidemics, fire, flood, and/or famine. No such interruption shall relieve Seller of its duty to perform or give rise to any damages or additional compensation from the Buyer. Seller has as its sole remedy against Buyer in the event of such interruption the right to seek an extension of time for performance equal to the time lost as a result of said interruption. In the event of such interruption, the Seller shall notify Buyer within two (2) working days in writing of the nature, cause, date of commencement and anticipated extent of such delay and its effect on the scheduling of performance. Any request for an extension of time by reason of such interruption shall be given to the Buyer within two (2) days after the end of the interruption.

12. TERMINATION. Buyer has the absolute right to terminate or suspend Work under this Subcontract by written notice to Seller. Such termination or suspension may be in whole or in part and shall be at the sole discretion of Buyer, may be done at any time and may be for any reason whatsoever. Notice of termination or suspension may specify the schedule and manner and other conditions of the termination or suspension and Seller shall comply therewith. In such event, Seller shall be entitled to payment for the Work performed up to the time of such termination or suspension in accordance with the terms of this Subcontract, including such expenditures as in the judgment of Buyer are necessarily incurred by Seller in the orderly termination or suspension of its Work as prescribed in the notice.

If Seller ceases its operations in the usual course of business or is unable to meet its obligations, or if proceedings under any provision of the federal, state or local bankruptcy laws are initiated against Seller, or if a receiver, trustee, or liquidator is appointed or applied for, or if an assignment for the benefit of creditors is made by Seller, or if Seller fails to perform any of its obligations under this Subcontract, including failure to comply with any of Buyer's instructions, regulations or procedures, or failure to meet the specified schedule of performance, then Seller shall be in default. Buyer may suspend Work until the basis for Seller's default has been corrected to Buyer's satisfaction or terminate this Subcontract for default. Seller shall not be entitled to any compensation for costs incurred during such a suspension. In addition, Seller shall be responsible for any damages suffered by Buyer, its successors and assigns, or Client as a result of the suspension or termination for default.

The foregoing shall be in addition to any other rights Buyer may have under this Subcontract or applicable law.

13. STOP-WORK ORDER. Buyer may, at any time, by written notice to Seller, stop all or part of the Work hereunder for up to ninety (90) days. Upon receiving a stop-work order Seller shall immediately comply with its terms and take all reasonable

steps to avoid incurring any additional costs allocable to such Work. Within ninety (90) days after the effective date of the stop-work order, Buyer shall (i) cancel the stop-work order; (ii) terminate all or a portion of the affected, or (iii) continue the stop-work order. Buyer agrees to make a good faith effort to negotiate an equitable adjustment in the delivery schedule and/or price hereunder.

If the stop-work order results in an increase in time or cost for performance. Seller must assert a claim for equitable adjustment within fifteen (15) days after the end of the Work stoppage.

14. DISPUTES. If any claim, controversy or dispute of any kind or nature whatsoever arises between Buyer and Seller and such dispute cannot be settled through negotiation, then any dispute shall be determined in appropriate legal proceedings, first through non-binding Alternative Dispute Resolution proceedings, if agreed to by the parties, then, if necessary, in a court of law, consistent with Article 18 (Governing Law).

Pending the resolution of any dispute under this Subcontract, the Seller shall proceed as directed by written notice from Buyer. Disputes under this Subcontract shall not affect any other Subcontract in place or other Work being performed by Seller.

If a decision relating to the Prime Contract is issued by the Client under the Prime Contract and the decision relates to the Subcontract, said decision, if binding upon Buyer under the Prime Contract shall also be binding upon Buyer and Seller with respect to such matter. In the event that any Change arises out of or is caused by action or inaction of Client, and provided (i) that due notice as required hereunder has been given and (ii) that Buyer believes the request is reasonable and made in good faith as indicated by Seller's Certification as set out below, Buyer shall pass Seller's request for adjustment through to Client for resolution. The decision of Client with respect to any such request shall be final and binding on Seller and the Change, if any, actually agreed to by Client pursuant to such pass-through request shall constitute Seller's sole and exclusive remedy, and Seller shall make no claim against Buyer, in connection therewith.

If any Client decision or judgment is binding upon Buyer and Seller, and Buyer is unable to obtain reimbursement from the Client under the Prime Contract for, or is required to refund or credit any amount with respect to, any item of cost or fee for which Buyer has reimbursed Seller, then Seller shall, on demand, promptly repay such amount to Buyer. Buyer's maximum liability for any matter connected with or related to the Subcontract, which was properly the subject of a claim against the Client under the Prime Contract, shall not exceed the amount of Buyer's recovery from the Client.

In order to induce Buyer to pass through Seller's request to Client, Seller shall with each such request provide a certification signed by an officer stating as follows: *"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Seller believes the Client is liable; and that I am duly authorized to certify the claim on behalf of the Seller."*

15. KEY PERSONNEL. If key personnel are named herein, they are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Seller shall notify not less than ten (10) days in advance and gain approval of the Contractual Representative. Seller shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation. No substitutions or deviations shall be made by the Seller without the written consent of the Contractual Representative.

16. AUTHORIZED REPRESENTATIVES. The authorized representatives for Buyer and Seller for this Subcontract are specified in the Specific Subcontract Requirements, which are attached hereto and form a part of this Subcontract.

Work will be performed under the technical direction of Buyer's Technical Representative. Issues which affect pricing, schedule, scope of work or terms and conditions shall be initiated through the Contractual Representative.

All notices shall be in writing and sent by certified mail return receipt requested, postage prepaid, to the authorized representatives specified in the Specific Subcontract Requirements.

17. LOWER TIER SUBCONTRACTS AND PURCHASE ORDERS. Seller shall not subcontract its Work or any portion thereof without the prior written consent of Buyer. Any approved subcontracts and purchase orders shall be made in the name of Seller, shall not bind nor purport to bind Buyer, shall not relieve the Seller of any obligation under this Subcontract and shall be in such form and contain such provisions as are required by this Subcontract or as Buyer may prescribe, including insurance, claims and losses, health and safety, compliance, and labor disputes. The Seller shall have the sole responsibility of supervising and coordinating the Work of its lower-tier Subcontractors.

18. GOVERNING LAW. This Subcontract shall be governed by the laws of the State of California, excluding any conflicts of law provisions. Seller shall promptly pay and reimburse Buyer for all costs, expenses, damages, reasonable attorney's

fees incurred by Buyer which arise out of the performance or non-performance by the Seller and/or the enforcement of the terms, conditions or obligations of the Subcontract or any bond (if any) furnished in connection therewith.

19. AMENDMENT AND NON-WAIVER. This Subcontract can be modified only by written Change Order under Article 9 or by formal Amendment signed by authorized representatives of Buyer. No other modification, change or amendment shall have any force or effect. Failure by Buyer in any instance to insist upon observance or performance by the Seller of all terms, conditions or provisions of this Subcontract shall not be deemed a waiver by Buyer. No waiver shall be binding upon Buyer unless done pursuant to a formal Change Order or Amendment in writing, signed by Buyer's Contractual Representative, and shall then be for the particular instance only. Payment of any sum by Buyer to Seller with or without the knowledge of any breach shall not be deemed to be a waiver of any such breach or any other breach, nor shall such payment constitute an acceptance of the Work not in accordance with this Subcontract nor relieve Seller of its obligations hereunder.

20. DRAWINGS, DATA AND WORK. Seller shall furnish Buyer with such preliminary and final design drawings and technical data ("Data") as are required for the performance of Work under this Subcontract. Buyer's review of such documents shall be solely for the purpose of ascertaining general conformity with the Drawings and Specifications and shall not include review of efficiency, adequacy or safety of Seller's methods.

Buyer's review or comments of such Data shall not relieve Seller from the entire responsibility for the correctness and suitability of Seller's Work or for any other obligation of Seller hereunder.

Omissions from Data which are manifestly necessary to carry out the Work shall not relieve the Seller from performing such omitted details or Work, but they shall be performed as if fully and correctly set forth and described in the Data.

All documents and information, including but not limited to studies, calculations, assumptions, data, findings, results and reports and other information resulting from the performance of Seller hereunder are the exclusive property of Buyer. Seller shall, unless otherwise directed deliver to Buyer all such documents and information and Buyer shall have the right to use them for any purpose whatsoever.

21. JOBSITE CONDITIONS. Seller warrants that Seller and its employees are familiar with the Work, the Jobsite and its environs, the availability of and access to medical and emergency services, and physical and other conditions, including hazardous substances, materials, agents or vapors, both surface and subsurface, which may exist at the Jobsite, the previous use of Jobsite and all other matters in connection with or relevant to the safe, proper and efficient conduct of the Work to be performed under this Subcontract and that Seller has made allowance for any and all such conditions and contingencies in its pricing.

22. JOBSITE REGULATIONS. Seller shall comply with Buyer's Jobsite Regulations, Health and Safety Requirement, Project Health and Safety Plan, other required plans, and any and all changes and additions thereto, each of which is incorporated herein and forms a material part of this Subcontract. Seller shall not permit or suffer the introduction or use of intoxicants, narcotics or any illegal activity on the Jobsite, or on any of the grounds occupied or controlled by Seller. Client or Buyer reserves the right to test randomly or for cause Seller's employees for any intoxicant, narcotic or other illegal substance while Seller is employed on the Jobsite. Seller shall cause its employees to consent to such testing.

Seller acknowledges that compliance with jobsite, health and safety rules, regulations and plans as described above is of the essence of this Subcontract and any breach of the foregoing may at Buyer's sole discretion result in disciplinary action up to and including termination of this Subcontract. Seller waives all claims and rights of recovery arising out of or in connection with Buyer's exercise of such discretion irrespective of whether based in contract, tort or otherwise (including negligence, warranty, indemnity or strict liability). Should termination of the Subcontract as provided above be proven to be wrongful, such termination shall be considered a termination for convenience and as its sole and exclusive remedy, Seller shall be entitled to payment for the Work performed up to the time of such termination in accordance with Article 12.

The foregoing shall be in addition to any other rights Buyer may have under this Subcontract or applicable law.

23. ASSIGNMENT. This Subcontract shall not be assigned without the prior written consent of Buyer.

24. INSPECTION. Seller shall provide and maintain an inspection system covering the Work, including material and services, to be furnished under this Subcontract. Records of such system shall be maintained and available to Buyer and/or Client. Buyer and/or Client shall have the right to inspect any Work furnished by Seller and may reject and/or require reperformance of any Work not performed in accordance with the requirements set forth herein. If any Work or portion thereof is determined to be unsuitable, defective or in violation of any law, rule or regulation, including any legal requirement relating to the environment or the handling of hazardous materials, Seller shall bear and pay all expenses incidental to the correction of unsuitability and/or correction of such Work, including without limitation any fines or penalties.

25. WORK PERFORMED AT SELLER'S RISK. Seller shall perform all Work at its risk and if the Work or any portion thereof shall be damaged in any way before the final completion and acceptance of the Work, Seller shall promptly repair or replace such damaged Work without expense to Client or Buyer. Seller shall be responsible for any loss or damage to equipment or other articles used or held for use in connection with the Work.

26. ENVIRONMENTAL PROTECTION. Unless otherwise provided for in this Subcontract, Seller shall, at no additional cost to Buyer, furnish all necessary or advisable facilities, means, methods and safeguards to prevent any threat of or the actual exposure of any person or organism or the contamination of the environment.

Seller shall not (a) discharge or permit the escape of any substance or material to the soil or groundwater or any other body of water which may pollute the water or in any way become harmful to fish or wildlife or the public; (b) emit or permit the escape of air contaminants, including dust or smoke, from any source whatsoever; (c) cause or allow any other contamination of the air, water, soil or any other environmental vehicle.

27. ENVIRONMENTALLY SENSITIVE ACTIVITIES. Environmentally Sensitive Activities are defined as any which could include or result in the release or threatened release of, or exposure or threatened exposure of any person or property to, any hazardous or regulated substance, material, agent or vapor including without limitation, asbestos, PCBs, ordnance and munitions, radioactive, mixed or hazardous waste, including without limitation, any designated as hazardous or subject to regulation under any applicable law, rule or regulation including without limitation the Toxic Substances Control Act, the Resource Conservation and Control Act and the Comprehensive Environmental Response, Compensation and Liability Act.

In the event that Seller's activities in connection with this Subcontract or its Work hereunder involve Environmentally Sensitive Activities, Seller hereby warrants and guarantees that it and its employees are fully qualified and licensed to perform such Activities and are informed and trained in the particular aspects of the Work under this Subcontract. The obligations of Seller under Article 38 (Claims and Losses) shall extend to any Claim (as defined in that Article) which may be brought against Seller or Buyer or its or their respective officers, directors and employees arising out of or alleged in any way to involve or be based in any Environmentally Sensitive Activity.

28. RIGHT TO RELY. Buyer shall be entitled to rely without independent verification on the accuracy, currency and completeness of information supplied by Seller or its approved subcontractors. The obligations of Seller under Article 38 (Claims and Losses) shall extend to any Claim (as defined in that Article) which may be brought against Seller or Buyer or its or their respective officers, directors and employees arising out of or alleged in any way to involve such information.

29. DELIVERY, STORAGE AND SECURITY. Seller shall have full responsibility for receiving, unloading, inspecting and storing its materials and supplies to be used at the Jobsite. Storage space will be provided by Buyer if available. However, Seller shall, at its expense, be solely responsible for protecting and maintaining security of its equipment, materials, property and employees at all times. Neither Buyer nor Client shall assume responsibility or liability for any security measures taken by Seller.

30. INDEBTEDNESS AND LIENS. Seller, for itself, its subcontractors and its materialmen covenants that no mechanic's liens or claims shall be filed or maintained by any of them against the Work performed hereunder, including the adjacent land, for or on account of any Work or labor done or materials furnished by any of them under or in connection with this Subcontract. Seller, on behalf of it and its subcontractors and materialmen, expressly waives all rights to have filed or maintained any mechanic's liens or claims against the Work performed hereunder or the adjacent land and agrees that waiving this right shall be an independent covenant and shall operate and be effective with respect to Work and labor done and materials furnished under any supplemental contract or contract for extra or additional Work.

If any mechanic's lien or other claim shall be filed for or an account of Work furnished under this Subcontract, Seller shall, within ten (10) days after notification thereof, discharge such lien or claim or otherwise make provision satisfactory to Buyer. Buyer may withhold any money due Seller until such lien or liens are discharged or paid.

31. LABOR DISPUTES. When an actual or potential labor dispute or other condition delays or threatens to delay the timely performance of Work hereunder, Seller shall immediately notify Buyer in writing. Such notice shall include all relevant information regarding such dispute or other condition. Such notice shall include steps Seller is taking or will take to resolve the dispute.

32. PROTECTION OF PROPERTY. Seller shall not close or obstruct any utility installation, highway, road or other property. If facilities are closed, obstructed, damaged or rendered unsafe by Seller's operations, Seller shall, at its sole expense, make such repairs and provide such temporary provisions as necessary or required for safety as will be acceptable to Buyer, governmental authorities, Client or project or installation, highway, road or other property.

Unless expressly stated herein, Seller shall not do any Work that might disrupt or otherwise interfere with the operation of any pipelines, telephone or utility transmission line, ditch or structure.

Seller shall keep all work areas free from rubbish, waste, excess material, equipment, including tools, and debris at all times. If Seller fails to remove such waste or equipment in a timely manner, Buyer shall have the right to remove same and charge the cost therefor against monies due or to become due to Seller.

33. TITLE TO MATERIALS FOUND. Neither Seller, its subcontractors nor any of their representatives or employees shall have the right, title or interest in any water, soil, rock, gravel, sand, minerals, timber or any other materials obtained in the excavation or other Work performed under this Subcontract. Any materials found in the performance of Work which are thought to be of archeological or historical value shall be left in place and Buyer shall be notified immediately of the find. No further action shall be taken by Seller until directed by Buyer.

34. COMMENCEMENT AND COMPLETION OF WORK. Seller shall perform and progress the Work in a prompt and diligent manner, without delay or interference to the completion of the Prime Contract, and agrees to commence the several parts thereof at such times and in such order as Buyer may direct, and shall furnish the several parts and the whole of Work at such times, in conjunction with Work of other trades and subcontractors engaged on the project, as will ensure the uninterrupted progress of the entire Work. In this connection Seller agrees that it shall progress and coordinate its Work with all other trades and subcontractors so as to enable Buyer to obtain prompt completion of the Prime Contract. Seller recognizes that completion of its Work within the time allowed is of the essence of this Agreement, and damages could result from late completion.

Buyer shall have the right but not the duty to exercise overall supervision and control over the schedule of the Work to be done by Seller. Directives by Buyer as to the time when Work of Seller shall begin and the manner in which it shall be progressed and completed in connection with other Work involved shall be complied with fully and promptly. Such overall supervision and control shall not in any way limit the obligations of Seller to directly supervise and control Seller's own Work and shall not constitute an assumption by Buyer of any responsibility for the detailed means, methods and procedures of Seller.

Before starting any of the on-site Work under the Subcontract, the Seller shall confer with Buyer and agree on: (a) a sequence of procedure; (b) means of access to premises and building; (c) space for storage of materials and equipment; (d) delivery of materials and use of approaches; (e) use of corridors, stairways, elevators, and similar means for Seller's employees; all as applicable to the Subcontract. Delivery of materials and equipment shall be made with a minimum of interference to Client and Buyer operations and personnel.

Seller recognizes that timely completion of the Work can be best assured through orderly and planned performance as required by the Prime Contract and Seller's schedules. Compliance with each of the detailed Work segments, milestones, personnel and resource allocations and other aspects of the Work plans and schedules is of the essence of this Subcontract. Buyer shall have the right to rely on Seller providing such orderly performance and compliance. Seller recognizes and acknowledges that Buyer shall be secure in such expectation and reliance and that such security shall not be impaired by Seller's failure to perform as required by the Subcontract. If reasonable grounds for insecurity do arise with respect to the performance of Seller, Buyer may, in writing, demand adequate assurance of due performance.

The type of assurance required may be specified by Buyer and may include Seller's written commitment, change order, or otherwise, to take steps which are reasonable under the circumstances, including, but not limited to, posting of bonds or security, acceleration, increase in work force or hours, and replacement and/or supplement of personnel, supervision or equipment. The adequacy of Seller's assurance shall be determined solely by Buyer.

After receipt of a justified demand, failure to provide within the time specified in the Notice not exceeding seven days, such assurance of due performance as is specified by Buyer, or as is adequate under the circumstances of the particular case, shall constitute a repudiation of the Subcontract whereupon Buyer may terminate the Subcontract without further liability to Seller and without prejudice to any other rights of Buyer, and such termination shall not affect the covenants of the parties set forth herein with respect to services which have been performed prior to the effective date of termination.

35. PAYMENT. Payment to Seller for Work performed under this Subcontract will be made as stated in the Specific Subcontract Requirements which form a part of this Subcontract. Buyer may withhold payment due for, but not limited to, the following reasons: (a) Delays in the Work or faulty Work not corrected promptly; (b) Claims filed against the Seller or evidence that a claim will be filed; (c) Evidence that lower tier subcontractors or workmen have not received payment; (d) The balance unpaid on the Subcontract is, in the judgment of Buyer, insufficient to complete the Work; or (e) Seller has failed to provide Buyer with proof of and/or copies of its insurance policies, as required in Article 8.

Before Seller shall be entitled to final payment, Seller shall furnish Buyer, along with final invoice, satisfactory proof that there are no outstanding debts or liens in connection with this Subcontract, and shall execute and file with Buyer a Subcontractor Release Form whereby Seller releases any and all claims against Client and Buyer on account of this Subcontract and agrees to hold harmless Client and Buyer from all future claims, actions and liens.

36. CONFIDENTIALITY AND CONFLICTS OF INTEREST. Unless otherwise authorized by Buyer, Seller shall keep all information relating to this Subcontract and Work hereunder confidential. Further, to the extent that the Work under this Subcontract requires that the Seller be given access to confidential or proprietary business, technical or financial information belonging to the Client, Buyer or other companies, Seller shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by Buyer's Contractual Representative in writing.

Seller, its officers, employees, agents or representatives shall not disclose or release any information, news release, public announcement, advertisement or other such publicity concerning this Subcontract or the Work or services hereunder to any third party without the express approval of Buyer. The restrictions set forth herein shall continue in effect upon completion or termination of this Subcontract. Failure to comply with the provisions of this Article shall be cause for termination of this Subcontract.

This Subcontract is non-exclusive. Buyer may, at its discretion, select and use others to provide the same type of Work contemplated by this Subcontract. Seller is not prohibited from accepting work from other buyers during the term of this Subcontract, including work similar to that being provided hereunder, provided that such work is not in conflict with the business interests of Buyer or the Work being performed hereunder for Buyer or Client. Prior to accepting work from entities other than Buyer for Work arising from the same site or Client, Seller will advise Buyer's Authorized Representative, as designated on the Signature Document, of the name of the entity and general nature of work to be performed in sufficient detail to enable Buyer to make a determination as to whether a potential conflict of interest exists and take appropriate action. The requirements of this Article are in addition to any conflict of interest requirements set forth elsewhere in the Subcontract.

37. PATENT WARRANTY AND INDEMNITY. The Seller hereby makes the following representations and warranties for the benefit of the Buyer: (a) It has a valid license or patent in its name, and has the legal right to use and employ for the benefit of the Buyer any and all technology, equipment, machinery, data, material and information to be used in the performance of, or in connection with, this Contract (hereinafter collectively referred to as "Technology"); (b) It has paid any and all necessary license fees, royalties, and related costs (hereinafter collectively referred to as "Royalties and Fees") for any and all Technology; (c) The Technology is not now, nor has it previously been the subject of an allegation of or law suit for infringement against the Seller or its affiliates.

If the Technology becomes subject of an allegation or suit for infringement, the Seller hereby agrees that it has an ongoing and continuous obligation to notify the Buyer within five (5) business days and shall take such action as directed by the Buyer to fulfill the Seller's indemnity obligations hereunder.

The Seller hereby agrees that all Royalties and Fees related to the Technology shall be the sole responsibility of the Seller and such shall be provided at no additional cost to the Buyer.

The Seller agrees to pay on demand any and all damages, costs and expenses (including without limitation, expenses and fees of legal counsel, court costs and cost of appellate proceedings) incurred by the Buyer in connection with enforcing this provision. The Buyer will not be required to resort to or pursue any of its rights or remedies under or with respect to any other provision of this subcontract, agreement, or collateral before pursuing any rights or remedies under this provision. The Buyer can at its sole option offset its costs and expenses hereunder against any amount owed to the Seller under this or any other contract between the Buyer and the Seller. The Buyer's rights and remedies under this provision are cumulative and not exclusive of any rights or remedies provided by law, this Subcontract or any other contract.

The Seller agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) issued by the Seller in connection with the Contract.

38. CLAIMS AND LOSSES. To the fullest extent not prohibited by applicable law, Seller shall indemnify, hold harmless and defend Buyer, its parent, officers, employees, successors, assigns and customers (collectively, "Buyer") from and against all claims, liability, liens, loss, judgments, penalties, suits and damage (collectively, "Claims") whether for breach of the Subcontract, personal injury, death or damage to property and including without limitation, any costs, expenses and attorneys fees arising out of or caused by such Claims whether or not resulting or alleged to result from the negligence, but excluding sole negligence, of Buyer.

The Seller hereby agrees to indemnify the Buyer and its clients, officers, agents, employees and successors against all claims, liability, loss or damage, including without limitation, any cost, expense or attorneys fees for, or allegation of, infringement upon any United States or foreign patent, copyright infringement, or Technology arising out of or relating to the Work and shall pay all costs and damages resulting therefrom.

Without limiting the obligations assumed by Seller under the herein paragraphs of this Article and as a separate obligation hereunder, Seller agrees to defend any claim, action or proceeding which may be brought against Buyer arising out of or in connection with any Claim or the performance of Work hereunder, which is encompassed by the indemnity obligations set forth herein.

The Seller's obligations under this Article shall survive the termination or expiration of this Subcontract.

39. DECONTAMINATION OF PROPERTY. With respect to any Client-furnished property, Buyer-furnished property, or Seller-acquired property, Seller shall certify in writing that such property is returned to Buyer free from contamination by any hazardous or toxic substances.

40. EQUAL OPPORTUNITY. Buyer and Seller shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered Buyers and Sellers take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Additionally, under the provisions of EO 13496, the employee notice clause is hereby incorporated by reference to 29 CFR Part 471, Appendix A to Subpart A.

41. FOREIGN CORRUPT PRACTICES ACT. In conformity with the United States Foreign Corrupt Practices Act of 1977, as amended (the "Act"), and with Seller's established policies regarding business practices, the Seller and its respective affiliates, officers, directors, agents and employees shall not directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer as a gift, promise to give, or authorize the giving of anything of value (whether in money, property, or services) to any person (whether directly or indirectly through a family member or any entity in which an employee or family member holds an interest or is affiliated, or otherwise), private or public, regardless of form for the purpose of influencing an act of decision (including a decision not to act) of an official of any government or of an employee of any company or inducing such a person to use his or her influence to affect any such act of decision in order (i) to assist the Seller in obtaining, retaining or directing any business, (ii) to pay for favorable treatment for business secured, (iii) to obtain special concessions or for special concessions already obtained, for or in respect of the business of the Seller, or (iv) in violation of any legal requirement of any governmental or regulatory body or any applicable order thereof. Seller shall defend, indemnify and hold harmless Buyer from and against the consequences of a violation of this paragraph by Seller.

42. ANTI-KICKBACK PROCEDURES.

(a) Seller agrees that it shall not solicit or accept any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, directly or indirectly, from any Seller or potential Seller of Buyer, or employee of either, for the purpose of obtaining or rewarding favorable treatment in connection Buyer's business, including the award or performance of any subcontract of Buyer ("Kickback").

(b) Seller agrees that it shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (a) of this clause in its own operations and direct business relationships.

(c) When Seller has reasonable grounds to believe that a violation described in paragraph (a) of this clause may have occurred, Seller shall promptly report in writing the possible violation. Such reports shall be made to the Buyer's Subcontract Administrator with a copy to Buyer's Senior Vice President, Legal and Contracts.

(d) Seller shall cooperate fully with any investigation of a possible violation described in paragraphs (a) or (b) of this clause.

(e) Buyer may offset the amount of the kickback against any monies owed Seller and Seller agrees to indemnify Buyer for all costs and damages incurred by Buyer as a result of Seller's failure to comply with paragraphs (a) and/or (b).

43. SEVERABILITY. Should any Article, portion or application therefor of this Subcontract be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law, the validity and enforceability of the remaining Articles, portions or applications thereof, including remaining aspects of an affected Article, shall not be impaired and, to the extent necessary, Buyer and Seller shall negotiate an equitable adjustment in the affected Articles of this Subcontract. The audit, warranty, indemnification, insurance, confidentiality and conflict of interest requirements of the Subcontract shall survive the termination or expiration of this Subcontract for any reason.

44. HEADINGS. The headings within this Subcontract are for convenience only and are not intended to define, limit or affect construction of the contents of this Subcontract.

ATTACHMENT F
Insurance Coverage Applicability Matrix

Coverages below the limits set forth in this matrix must be approved by Tetra Tech legal. Additional coverage may be necessary for large more complex subcontracts, guidance from the Project Manager and legal is to be sought to establish these additional limits.

Types of Insurance	Coverage's/Applicability	Minimum Limits of Liability ^g	Types of Subcontract / PO
1. Workers Compensation	Required. Required by state law. State imposed health disability benefits ^a . Indemnification and Release Agreement required for consultants who are sole proprietors and have no worker's compensation insurance as authorized by lead PA.	Statutory	All Work
2. Employers Liability	Required. Provides protection for suit against damages from employment related accidents or diseases ^b .	By accident \$100,000 By disease \$500,000 By employee \$100,000	All Work
3. Commercial General Liability (CGL)	Required. Provides protection against personal injury or property damage. Includes products/completed operations coverage. ^c	Each occurrence \$1,000,000 Each Occurrence \$500,000 General aggregate \$1,000,000 General Aggregate \$1,000,000 Products completed operations aggregate \$1,000,000	All, Except Consulting Consulting General Site, Construction, Remediation, On Site Las, and Treatability Study, T&D PO Materials, PO Services, Off-Site General Labs and Related Activities, Consulting All

4. Automobile Public Liability	Required. For bodily injury and property damage. ^d Additional MCS90 endorsement is required when transporting hazardous waste.	Combined single limit \$1,000,000	All Except Waste T &D and Consulting
		Combined single limit \$ 5,000,000	T &D
		Combined single Limit \$500,000	Consulting
5. Excess/ Umbrella Liability*	Applicable to 3. Generally only when required by prime or when specific risk merits it. Tt requires this or combination of CGL and this to the specified minimums.	Per occurrence \$3,000,000	General Site, Construction, Re-Mediation, T &D, On Site Lab, Treatability Studies and Related Activities
		Per occurrence \$1,000,000	Off-Site General, Labs, Related Activities, Consulting

Notes: Footnotes should be read in conjunction with insurance matrix chart.

^a Workers Compensation provides benefits, as specified by state law, to employees for injuries received on the job or diseases caused or aggravated by job conditions, regardless of who is at fault for injury or illness. Typically these are medical, rehabilitation, and death benefits.

^b Employers Liability provides employee's family protection in event of suit for damages arising from employment related accidents or diseases. Separate from Workman's Compensation coverage.

^c Commercial General Liability provides company insurance coverage for and payment as damages for all legally obligated sums due to bodily injury or property damage. Limits as specified.

^d Automobile Public Liability coverage is designed to provide protection for the insured against financial loss because of legal liability for car related injuries to others or damage to their property.