



**SOUTHEASTERN
CONNECTICUT
COUNCIL OF
GOVERNMENTS**

5 Connecticut Avenue
Norwich, CT 06360
(860)889-2324
secogct.gov

Representing 22 towns, cities, and boroughs in
Southeastern Connecticut.

REQUEST FOR PROPOSALS: QUALIFIED ENVIRONMENTAL PROFESSIONAL FOR THE SECOG BROWNFIELDS ASSESSMENT COALITION GRANT: WINDHAM GEOGRAPHIC BOUNDARY

RFP BF #2025-02



SECOG
5 Connecticut Avenue
Norwich, CT 06360

*If disability or language assistance is needed, please contact SECOG at 860-889-2324,
office@secogct.gov.*

Si necesita asistencia lingüística, por favor comuníquese a SECOG.

如果需要残障或语言帮助，请联系 SECOG.

A. General Information

1. Proposal Due Date and Submittal Location

The Proposal responses must be received by 4:00PM EST on Wednesday November 26, 2025 by way of digital submission.

The Proposal responses must be emailed to SECOG's Environmental Planner, Emily Bigl, at ebigl@secogct.gov.

The subject line of the email must be clearly marked: **SECOG RFP BF #2025-02 - WINDHAM GEOGRAPHIC BOUNDARY ENVIRONMENTAL PROFESSIONAL.**

Proposers must submit a proposal response in two separate parts:

- (1) One Technical Proposal (non-price) and;
- (2) One Price Proposal

The digital submission must contain two zipped file folders marked "[Proposer Name] – Technical Response to SECOG RFP" and "[Proposer Name] – Price Response to SECOG RFP." The cover letter may be submitted digitally as part of the Technical Proposal. Responses to this RFP shall not be accepted after the date and time indicated. Do not include any pricing information in the Technical Response folder. Failure to comply with this requirement shall result in rejection of your firm's response to this RFP.

2. Questions

Any questions pertaining to the RFP should be emailed to ebigl@secogct.gov by 4:00PM on Friday November 14, 2025. Responses to all questions received will be posted online at <https://secogct.gov/rfp-rfq> on Tuesday November 18, 2025. Neither Ms. Bigl nor any other employee at SECOG is authorized to give interpretations of any portion of the RFP or to give information as to the requirements of the RFP outside of the information that is already provided and contained in the RFP. Interpretations of the RFP or additional information as to its requirements, where necessary, shall be communicated to Proposers by written addendum, which addendum shall be considered part of this RFP, including any changes or interpretations which may arise.

3. Modifications to Proposals

A Proposer may correct, modify, or withdraw a proposal response by digital notice received by ebigl@secogct.gov prior to the time set for the opening of proposals (i.e. the proposal response deadline). After the opening, a Qualified Environmental Professional (QEP) firm/contractor may not change the price or any other provision of

the proposal response in a manner prejudicial to the interest of SECOG or to fair competition. Proposal response modifications must be submitted in a digital zip folder emailed to ebigl@secogct.gov clearly labeled "Modification No. ____." Each modification must be numbered in sequence and must reference the original Request for Proposals.

4. Changes to RFP

At any time, in its sole discretion, SECOG may by written addenda, modify, correct, amend, cancel, and/or reissue this RFP. If an addendum is issued prior to the Proposal Response Due Date, it will be posted online at <https://secogct.gov/rfp-rfq>.

5. Receipt and Opening of Proposals

Proposal responses will not be opened publicly but will be opened in the presence of one or more witnesses at the time stated in the due date section of the document. The contents of proposals shall remain confidential and shall not be disclosed to competing Proposers until the completion of the evaluation or until the maximum time for acceptance, as stated below. At opening of proposals, SECOG shall prepare a register of proposals for public inspection.

6. Acceptance or Rejection of Proposals

SECOG will either accept a proposal response or reject all proposals within ninety (90) days after the proposal opening date. The time for acceptance may be extended for up to forty-five (45) additional calendar days by mutual agreement between SECOG and the responsive and responsible Proposer offering the most advantageous proposal.

SECOG may cancel the RFP, or reject, in whole or in part, any and all proposals, if SECOG determines that the cancellation or rejection serves the best interests of SECOG.

Acceptance shall be a digital notice signed by an authorized representative on behalf of SECOG specifically stating the proposal is accepted or by execution of an agreement covering the subject matter of the RFP signed by authorized representatives of SECOG and the Proposer.

Rejection of a proposal shall be only by either (a) a digital notice stating that the proposal is not accepted, or (b) omission of SECOG to accept the proposal within 90 days after the Proposal Due Date.

7. EPA Terms and Conditions

Selected Proposer must abide by the Terms and Conditions of the Environmental Protection Agency (EPA) brownfields assessment grants enclosed as Attachment C.

8. Evaluation Procedures and Negotiation

Only Proposers which meet the Quality Requirements may have their proposals evaluated based on the evaluation criteria set forth in this RFP. SECOG will use the evaluation criteria described below to evaluate such proposals.

SECOG reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve SECOG's interests. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

SECOG may give oral or written notice to one or more Proposers to furnish additional information including but not limited to interviews with and presentations to SECOG representatives. The giving of such notice shall not be construed as an acceptance of a proposal. Information requested shall be submitted within three (3) business days after SECOG's request, unless a shorter or longer time is specified at the time of request.

9. Proposal Preparation Costs

SECOG shall not be responsible for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred as part of this proposal response.

10. Use of Terms

For the purposes of the RFP, any reference to "bid" shall mean "proposal"; and any reference to "Bidder" shall mean "Proposer."

11. No Obligation or Liability

No Proposer shall have any rights against SECOG arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. SECOG makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by SECOG shall not create or be deemed to create any

obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the forgoing information, and that it shall not hold SECOG liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement, or promise, of SECOG, its directors, officers, agents, representatives or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold SECOG liable or responsible in any manner whatsoever.

B. Introduction

The Southeastern Connecticut Council of Governments (SECOG), a Regional Organization, was awarded a Brownfields Assessment Coalition Grant by the U.S. Environmental Protection Agency (EPA) in the FY 2025 competition. The QEP firm selected for this project will also assist with compliance with all terms and conditions of the Brownfields Assessment cooperative agreement and ensure all deliverables necessary for reporting and record keeping are received.

The Coalition Grant is structured around three (3) Geographic Boundaries. Through this RFP solicitation, SECOG is seeking a Qualified Environmental Professional (QEP) for site reuse planning work specifically limited to two sites (11 Machine Shop Hill Rd and 322B Main St) within one of the three Geographic Boundaries (Town of Windham) identified in SECOG's application, as well as additional site identification and prioritization support. *The tasks identified in this RFP's Scope of Work reflect only a portion of the work to be completed by SECOG under the EPA Coalition Grant; RFPs for the scopes of work associated with the two other Geographic Boundaries have been issued separately.*

The Cooperative Agreement between SECOG and the US EPA will be for a period of four years (2025-2029). Should further response actions be required in this Geographic Boundary after the completion of the current scope, SECOG reserves the right to retain the selected QEP(s) firm for additional services beyond the original Scope of Work. The contract associated with this RFP could be extended for a four-year period. SECOG expects funds to be available for and anticipates the need for future assessment at to-be-identified sites in Windham, and reserves the right to amend the current scope to include future tasks after negotiation and agreement between both parties. In addition, SECOG may amend or extend this contract beyond the initial four years to accommodate the terms and conditions of future EPA grants awarded to SECOG within this four-year period provided a market survey conducted by SECOG indicates the prices the QEP firm (contractor) proposes are reasonable.

C. Background

As the regional planning agency for Southeastern Connecticut, SECOG provides planning services and technical support to the 22 municipalities with representation on the SECOG Board. Southeastern Connecticut, a region containing some of the most disadvantaged small cities and towns in the state, hosts massive former textile mills and other factories that are now blighted, contaminated, and vacant. Windham is a larger community with dozens of former mills and mill properties left from its long history of textile manufacturing. These prominent mills cover acres of the downtown urban area, and many are now blighted and vacant brownfield sites. Windham's Willimantic Village area located along the Willimantic River was a global textile industry hub, where the American Thread Company (ATC) built the world's largest cotton mill in 1880. The relocation of ATC in 1983 led to economic collapse, resulting in abandoned properties and high unemployment. Economic decline was exacerbated by the rise in reports of drug use and crime. The town currently faces a housing and transportation access burden and is a designated disadvantaged community with an underserved population of minorities, low income, and persons with disabilities.

11 Machine Shop Hill Rd, South Windham, CT (Parcel ID: 16-3-183-4) is an 8.6-acre site. The former Giant-Vac company manufactured vacuums and outdoor equipment such as log splitters, tillers, and lawnmowers on site, causing air, soil, and potentially groundwater contamination. The site contains one office building, two heavy industrial buildings, and two warehouse buildings, ranging from 4,000 to 48,000 sf. All structures are currently abandoned. The former Giant-Vac site is suspected to contain hazardous materials such as petroleum-based products from machine operations, heavy metals including lead and chromium, and volatile organic compounds (VOCs) from manufacturing processes. Unaddressed contamination could seriously threaten the health of the surrounding community. Demographics within a 2-mile radius of the site show sensitive populations including people of color and low-income populations. Surrounding the site are several sensitive receptors including residential zones, a school, and public water sources.

322B Main St, Windham, CT (Parcel ID: 14-5-145-2): The former American Thread Company (ATC) 13-acre site is abandoned with no known activity or currently existing structures, but the legacy of the ATC Mill poses a health and safety threat to the Willimantic River and surrounding residences. The ATC mill site is suspected of contaminants typical of textile manufacturing operations, including dyes, solvents, and chemical finishes. Some of these suspected contaminants include heavy metals such as lead, mercury, and cadmium that may have been introduced through dye processes, alongside polychlorinated biphenyls (PCBs) and petroleum-based products. These contaminants are likely present in the soil and water at or nearby the site. Divided by the Willimantic River and adjacent to both commercial and

residential areas, the site is within 2 miles of eight schools and one hospital, exposing sensitive populations to potential contamination. This location poses a direct threat to community health, especially for the student population and vulnerable low-income residents, making it a critical target for future remediation. This site is adjacent to/across the Willimantic River from a disadvantaged Census Tract; reuse planning will center on the needs of the adjacent disadvantaged population.

The two sites listed above are currently in the process of having environmental assessments conducted, including Phase I, Phase II, and Phase III ESAs and Remedial Action Plans as deliverables through a State of Connecticut DECD Brownfields Assessment grant. SECOG is seeking a QEP firm for site reuse planning work specifically limited to these two sites, as well as additional site identification and prioritization support for the Town of Windham.

D. Project Approach

D.1 Scope of Work

Task 1: Reuse Planning

The QEP will be responsible for conducting specific reuse planning activities, inclusive of any public engagement required to complete these reuse planning activities as specified below, for the two Windham sites. The QEP firm/Contractor will be responsible for conducting and producing the following reuse planning deliverables (See Attachments D, E, and F for EPA fact sheets on each type of reuse planning activity):

11 Machine Shop Hill Rd

- Site Reuse Assessment
- Market Study

322B Main St

- Site Reuse Assessment
- Site Reuse Vision

The Site Reuse Assessments for both sites shall include, at a minimum, site characteristics and needs, area economy and demographics, physical environmental conditions, applicable regulations, and real estate market conditions.

The Market Study for the 11 Machine Shop Hill Rd site shall include, at a minimum, a desktop review of publicly available real estate and economic development data, including recent development activity in the area. The study shall identify key trends and demographics, solicit

stakeholder input to identify community needs, and include key insights from local real estate and economic development professionals.

The Site Reuse Vision for the 322B Main St site shall include, at a minimum, renderings of the potential and preferred brownfield site reuse options, proposed land uses, access, and key infrastructure. As part of the Site Reuse Vision process, the Contractor is required to conduct one community meeting that works to define site reuse goals and gather input on reuse alternatives. The Contractor may suggest various methods for obtaining community input, utilizing in-person methods, such as workshops or neighborhood walks, and potentially supported by digital tools like Zoom and interactive mapping.

Task 1 Deliverables:

- Draft and final Site Reuse Assessments for both sites
- Draft and final Site Reuse Vision for 322B Main St site
- Draft and final Market Study for 11 Machine Shop Hill Rd site

Task 2: Identification of Potential Additional Sites in Windham

In addition to preparing reuse planning deliverables for the two sites previously described, the QEP shall assist SECOG and the Town of Windham in identifying additional brownfield sites within the Town of Windham by way of reviewing existing brownfield inventories, prioritizing sites for environmental assessment, and facilitating coordination with municipal partners to ensure that assessment resources are directed toward sites with the highest and best redevelopment potential and community benefit.

The QEP firm shall:

- Review and analyze the sites included in existing municipal and state inventories to confirm current status, ownership, redevelopment potential, and any known or suspected contamination conditions for identified brownfield sites in Windham.
- Conduct up to three meetings with relevant Windham municipal officials to:
 - Review the list of inventoried sites and discuss any updates since the inventory was completed.
 - Gather input from municipal representatives regarding redevelopment goals, community priorities, and the local vision for reuse of each property.
 - Discuss site-specific considerations such as ownership challenges, liability concerns, infrastructure needs, or other barriers to redevelopment.
- Following the municipal meeting(s), the QEP shall compile and evaluate all information gathered to establish a prioritized list of brownfield sites within the Town of Windham. The prioritization shall consider municipal input, redevelopment potential, community

benefit, risk to human health and the environment, potential site contaminants and challenges, and readiness for assessment including site access. The QEP firm shall present the information gathered in an Excel spreadsheet.

Task 2 Deliverables:

- Updated Town of Windham brownfield site inventory
- Municipal meetings and meeting summary
- Town of Windham prioritization Excel sheet and summary

Task 3: Cooperative Agreement Oversight

While the majority of the administrative and reporting requirements will be undertaken by SECOG, the QEP firm will play a supporting role throughout the grant period for this task.

The QEP firm will be responsible for providing timely and accurate data and information (including but not limited to parcel data, ESA report data, and contaminant information) updates to SECOG's ACRES database and contributing to quarterly and final reports and associated forms.

Additionally, following the execution of the QEP firm contract and prior to the commencement of any grant-funded activities, the QEP firm will organize and lead a kickoff meeting with the project team as established by SECOG to set project expectations and coordination protocols. The QEP firm will also be responsible for attending monthly check-in meetings with SECOG staff.

Task 3 Deliverables:

- Submission of site updates and relevant data to SECOG's ACRES database
- Contributions to other quarterly reports, required forms, and final reports
- Planning and facilitation of a project kickoff meeting
- Attending monthly check-in meetings with SECOG staff

E. Schedule

October 22, 2025	RFP published and advertised
November 14, 2025	Deadline for submission of questions at 4:00PM EST
November 18, 2025	Responses to submitted questions posted on https://secogct.gov/rfp-rfq

November 26, 2025	Proposals due at 4:00PM EST
December 11, 2025	Selection Committee completes reviews
December 12, 2025	Interviews will be scheduled at the discretion of SECOG. If interviews are held, contractor notification regarding interviews (only contractors to be interviewed will be telephoned and emailed)
December 17, 2025	Contractor interviewed by Selection Committee
December 19, 2025	Contractor notification of award (All contractors submitting proposals will receive written notification of award/non-award)
January 14, 2026*	Contract execution
January 14, 2027	Contract completion

*If the U.S. government remains shut down as of this date, the contract execution date will occur as soon as practicable following the resumption of government operations.

F. Proposal Requirements

F.1 Submittal

The Proposal response must be received by 4:00PM EST on Wednesday November 26, 2025 by way of digital submission. All materials submitted in response to this RFP become the property of SECOG and may be returned at the option of SECOG. SECOG retains the right to reject any and/or all proposals received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP as in the best interest of SECOG. The Proposal must be emailed to SECOG's Environmental Planner, Emily Bigl, at ebigl@secogct.gov.

The subject line of the email must be clearly marked: **SECOG RFP BF #2025-02 - WINDHAM GEOGRAPHIC BOUNDARY ENVIRONMENTAL PROFESSIONAL.**

Proposers must submit a proposal in two separate parts:

- (1) One Technical Proposal (non-price) and;
- (2) One Price Proposal

The digital submission must contain two zipped file folders marked "[Proposer Name] – Technical Response to SECOG RFP" and "[Proposer Name] – Price Response to SECOG RFP." The cover letter may be submitted digitally as part of the Technical Proposal. Responses to this RFP shall not be accepted after the date and time indicated. Do not include any pricing information in the Technical Response folder. Failure to comply with this requirement shall result in rejection of your firm's response to this RFP. Failure to comply with the page limit requirements described below shall result in rejection of your firm's response to this RFP. To

preserve fairness, reviewers will not access outside links. Provide excerpted images and similar elements as required in lieu of hyper-linked content. Failure to include any of the information specified in this RFP may automatically lead to the proposal not being reviewed. Attachments other than those allowed and requested will not be considered as part of the evaluation process.

F.2 Proposal Format

1) Cover Letter – Page Limit: 1 Page

Describe why your firm is interested and should be considered for this project and working with SECOG. Identify the project manager, LEP, PE and/or any principal staff that will provide the requested services. The cover letter must be signed by a representative of the QEP firm authorized to engage the QEP firm in the activities identified herein.

2) Technical Proposal – Page Limit: 15 Pages

The Technical Proposal should include the following elements (a) through (e):

a) Plan of Services. A Plan of Services organized by principal task as presented in RFP section D.1. The Plan of Services should detail how the Proposer will undertake and complete the project, including an explanation of any proposed variations to SECOG's work program. For Task 1, the Plan of Services should describe, at minimum, the QEP's approach to the following tasks:

- Preparing a task order or work plan and cost estimate for review by SECOG and EPA before any activity begins.
- Submitting draft deliverables for review by SECOG, the site owner, EPA, and other individuals or agencies as identified for a particular site before final reports are prepared.
- Conveying final reports to SECOG, US EPA, and CT DEEP.

For Task 2, the proposer should describe, at minimum, the procedures and approaches used by the QEP for communication to relevant constituencies. In particular, the QEP should describe his/her plan for supporting additional brownfield site prioritization and interactions with municipal officials.

b) Project Team. A list of individuals who will be committed to this project, their project role, and the proportion of their overall time that will be spent on this project. Resumes (max 2 pages) that demonstrate project team member professional qualifications including education, relevant experience, and professional affiliations and licenses can be included as an Appendix to the RFP, and do **not** count against the Technical Proposal

page limit. The QEP firm should also describe, as applicable, any methods they have in place for soliciting Disadvantaged Business Enterprises (DBE) for subcontracts.

- c) Prior Experience.** Documentation of relevant experience of the firm and its subcontractors (drillers, lab, etc.), which can include descriptions of similar past projects.
- d) References.** Provide names and contact information (phone and email) of at least three references who can speak to past performance on brownfield and or contaminated site assessment and reuse planning projects similar to the tasks identified herein.
- e) Proposed Timeline.** A project schedule that incorporates all the tasks identified in the Scope of Work.

3) Cost Proposal – Page Limit: 3 Pages

- 4) Cost proposals shall include a total project cost as well as the estimated cost of each principal task element. The cost proposal shall be presented based on time, QEP contractor rate (e.g. billing rate per staff level), cost of materials, lab costs, mileage, travel, and mark-up as required. The cost proposals will be evaluated after the technical review.

G. Evaluation of Responses

Non-price proposals that meet all requirements and include all the components listed above will be evaluated and rated solely based on the evaluation criteria contained in this section. Each responsive non-price proposal will be assigned a rating for each of the evaluation criteria listed below.

In evaluating each non-price proposal, the evaluation team shall assign a rating of highly advantageous, advantageous, not advantageous, or unacceptable for each of the criteria. The evaluation team may identify any revisions necessary to change a rating on a criterion from unacceptable to advantageous and shall specify such changes in writing.

The evaluation team shall assign a composite rating of highly advantageous, advantageous, not advantageous, or unacceptable for each non-price proposal. Each composite rating shall be justified in writing. After a composite rating has been assigned for each proposal based on the evaluation criteria in this section, the evaluation team shall review the price proposals and determine the most advantageous proposal, taking into consideration the non-price proposal ratings and the price. If the evaluation team selects a proposal other than the lowest-priced proposal, the evaluation team shall explain in writing why the added benefits of the proposal justify its higher price.

G.1 Proposal Selection Committee

The proposal response selection committee will include at least two (2) SECOG staff members and at least two (2) members of the Eastern Connecticut Land Bank.

G.2 Evaluation Criteria

The proposal evaluation team will apply the following criteria to all proposals that have met the proposal submission requirements and quality requirements specified in the RFP:

- Qualifications and experience of staff expected to work on the contract
- Adequate resources and staffing to complete the work in the allotted timeframe, including availability of pertinent technical disciplines
- Knowledge of the project area or an area similar to this project
- Knowledge of project requirements
- Technical approach to the project
- Creativity and innovation
- Quality of the technical proposal
- Experience and ability in communicating complex brownfields assessment and cleanup related concepts to the average person
- Commitment to continually engaging with SECOG staff and partners throughout the term of the Contract, and
- Cost proposal

G.3 Evaluation Process

A two-step process is being used to select the contractor for the scope of work presented in this RFP. In the first step, the selection committee will review technical proposals. The non-cost proposals will be scored on a basis of up to 75 points, as identified below. In the second step, the selection committee will review the cost proposals and award up to 25 points for the cost proposal. QEP firms will be scored on a 100 point system. At the discretion of SECOG, a possible third step will be added to the process. Contractors might be selected for interviews. In this step, the selection committee will meet with the top Proposers, conduct interviews, and select the successful Proposer. Selection will be based on both the technical and cost proposal as well as the interview, if applicable.

Following selection, SECOG will attempt to negotiate an agreement with the top-ranked/scored firm. If no agreement can be reached with the top-ranked firm, that firm will be dismissed and SECOG will proceed to the second-ranked firm and so on, until an agreement can be reached that is satisfactory to both parties.

G.4 Comparative Evaluation Matrix

	Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
1. Qualifications and experience of staff expected to work on the contract (10 points)	Project team leaders have over ten years of experience with brownfield and or contaminated assessment and remediation in accordance with EPA and CT DEEP standards and requirements.	Project team leaders have between five and ten years of experience with brownfield and or contaminated assessment and remediation in accordance with EPA and CT DEEP standards and requirements.	Project team leaders have less than five years of experience with brownfield and or contaminated assessment and remediation in accordance with EPA and CT DEEP standards and requirements.	Project team leaders have no experience with brownfield and or contaminated assessment and remediation in accordance with EPA and CT DEEP standards and requirements.
2. Adequate resources and staffing to complete the work in the time allotted, including availability of pertinent technical disciplines (5 points)	Clearly demonstrates ability to fulfil the work program inclusive of planning for staffing contingencies. Has more than 2 QEPs/LEPs on staff.	Presents, with some exceptions, the ability to fulfil the work program inclusive of planning for staffing contingencies. Has 2 QEPs/LEPs on staff.	Does not clearly evidence the ability to fulfil the work program inclusive of planning for staffing contingencies. Has 1 QEP/LEP on staff.	No evidence of ability to fulfil the work program inclusive of planning for staffing contingencies. Has no QEPs/LEPs on staff.
3. Knowledge of the project area or an area similar to this project (5 points)	Clearly demonstrates a strong understanding of the industrial history and the current demographics of the project area or an area similar to this project.	Presents, with some exceptions, a general understanding of the industrial history and the current demographics of the project area or an area similar to this project.	Does not clearly evidence an understanding of the industrial history and the current demographics of the project area or an area similar to this project.	No evidence of an understanding of the industrial history and the current demographics of the project area or an area similar to this project.
4. Knowledge of project requirements (10 points)	Clearly demonstrates a strong	Presents, with some exceptions, a general	Does not clearly evidence an understanding of	No evidence of an understanding of

	understanding of project requirements.	understanding of the project requirements.	the project requirements.	the project requirements.
5. Technical approach to the project (15 points)	Clearly demonstrates a thorough technical approach to the project requirements that will allow SECOG to meet the goals of its Brownfields Assessment Coalition Grant.	Presents a strong technical approach to the project requirements that will allow SECOG to meet the goals of its Brownfields Assessment Coalition Grant.	Does not clearly evidence a technical approach to the project requirements that will allow SECOG to meet the goals of its Brownfields Assessment Coalition Grant.	No evidence of technical approach to the project requirements that will allow SECOG to meet the goals of its Brownfields Assessment Coalition Grant.
6. Creativity and innovation (10 points)	Clearly demonstrates a track record of creativity and innovation in developing the project approach to community engagement and brownfields and or contaminated reuse planning.	Presents a limited track record of creativity and innovation in developing the project approach to community engagement and brownfields and or contaminated reuse planning.	Presents a minimal track record of creativity and innovation in developing the project approach to community engagement and brownfields and or contaminated reuse planning.	Does not evidence any track record of creativity and innovation in developing the project approach to community engagement and brownfields and or contaminated reuse planning.
7. Quality of the technical proposal (10 points)	Provides a consistently high quality of response which meets all the specifications of the RFP with no significant exceptions and is easily understandable.	Meets most of the specifications in the RFP but without consistently high quality in all respects and with several significant exceptions but is understandable.	Does not provide a high quality of response and has significant exceptions to the various specifications of the RFP.	Fails to respond at an acceptable level to the RFP's specifications.
8. Experience and ability in communicating complex contaminated and or brownfields assessment and cleanup related concepts to the	Clearly demonstrates experience in communicating complex brownfields and or contaminated assessment and clean up related	Presents, with some exceptions, experience in communicating complex brownfields and or contaminated assessment and clean up related	Does not present experience in communicating complex brownfields and or contaminated assessment and clean up related	No evidence of any experience in communicating complex brownfields and or contaminated assessment and clean up related

average person (5 points)	concepts to the average person.	concepts to the average person.	concepts to the average person.	concepts to the average person.
9. Commitment to continually engaging with SECOG staff and partners throughout the term of the Contract (5 points)	Clearly demonstrates the willingness and ability to attend monthly progress meetings with SECOG staff as required by SECOG.	Presents, with some exceptions, the willingness and ability to attend monthly progress meetings with SECOG staff as required by SECOG.	Does not present the willingness and ability to attend monthly progress meetings with SECOG staff as required by SECOG.	No evidence of the willingness and ability to attend monthly progress meetings with SECOG staff as required by SECOG.
10. Cost proposal (25 points)*	Provides a cost proposal that is flexible and cost effective yet allows SECOG to fully achieve the goals of its Brownfields Assessment Coalition Grant.	Provides a cost proposal that is cost effective yet allows SECOG to fully achieve the goals of its Brownfields Assessment Coalition Grant.	Provides a cost proposal that is neither flexible nor cost effective or does not allow SECOG to fully achieve the goals of its Brownfields Assessment Coalition Grant.	Provides a cost proposal that is neither flexible nor cost effective and does not allow SECOG to fully achieve the goals of its Brownfields Assessment Coalition Grant.

*Cost proposals will be evaluated after the technical review

H. Rule for Award

SECOG will select the responsive and responsible Proposer submitting the most advantageous scored proposal response taking into consideration the firm's expertise, references, and plan of services as well as the scored proposal price. Cost will be considered in determining award, but will not be the deciding factor of award, and a Contract may be awarded to other than the Proposer proposing the lowest price.

SECOG shall award a contract by digital notice to the selected Proposer by no later than ninety (90) days after the Request for Proposals are due unless the time for contract award is extended by mutual agreement between SECOG and the selected Proposer.

I. Contracting Provisions

The contract with the successful Proposer will include, but not be limited to the following provisions:

I.1 Contract Completion

Performance under the scope of work must be completed by January 14, 2027.

I.2 Payment

The amount and timing of payments will be determined during contract negotiations. Requests for payments shall be made directly to SECOG. In no case will the contractor be paid for any costs that will not be reimbursed by the EPA.

In accordance with EPA requirements, costs must be tracked by individual site. As noted, SECOG is working under a cooperative agreement with the U.S. EPA for services and products related to the EPA's Brownfields Program. SECOG therefore will not be considered liable or obligated to the selected contractors(s) for all phases of this project in the event that any agreement between SECOG, EPA, the site owner, or the Town of Windham is terminated for any reason.

J. Attachments

- Attachment A: Non-Collusion Affidavit
- Attachment B: Equal Employment Opportunity Certification
- Attachment C: EPA Brownfields Assessment Grant Terms and Conditions
- Attachment D: Site Reuse Assessment Fact Sheet
- Attachment E: Market Study Fact Sheet
- Attachment F: Site Reuse Vision Fact Sheet

Attachment A: Non-Collusion Affidavit

The undersigned bidder or agent, being duly sworn on oath, says that he/she/they has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She/They further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ____ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

Attachment B: Equal Employment Opportunity Certification INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 CFR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY THE BIDDER

Bidder's Name: _____

Bidder's Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes () No () If the answer is yes, identify the most recent contract.

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes () NO () If the answer is yes, identify the most recent contract.

3. Bidder has filed all compliance reports due under applicable instructions, including Standard Form 100.

Yes () No () Not Required ()

Name and Title of Signer (Printed or typed)

Signature

Date

Attachment C: EPA Brownfields Assessment Grant Terms and Conditions

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 00A01825 MODIFICATION NUMBER: 0 PROGRAM CODE: BF	DATE OF AWARD 08/28/2025
		TYPE OF ACTION: New	MAILING DATE 09/03/2025
		PAYMENT METHOD: ASAP	ACH#
		RECIPIENT TYPE: Intermunicipal	
RECIPIENT: SOUTHEASTERN CONNECTICUT COUNCIL OF GOVERNMENTS 5 Connecticut Avenue Norwich, CT 06360-1501 EIN: 06-0770236		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov	
PAYEE: SOUTHEASTERN CONNECTICUT COUNCIL OF GOVERNMENTS 5 Connecticut Avenue Norwich, CT 06360-1501			
PROJECT MANAGER Emily Bigl 5 Connecticut Avenue Norwich, CT 06360-1501 Email: EBigl@seccog.org Phone: 860-889-2324	EPA PROJECT OFFICER Meena Mortazavi 5 Post Office Square, Suite 100 Boston, MA 02109-3912 Email: Mortazavi.Meena@epa.gov Phone: 617-918-1488	EPA GRANT SPECIALIST Paige Sanders Grants Management Branch 5 Post Office Square, Suite 100 Boston, MA 02109-3912 Email: Sanders.Paige@epa.gov Phone: 617-918-1714	
PROJECT TITLE AND DESCRIPTION Assessment Coalition Cooperative Agreement for Southeastern Connecticut Council of Governments See Attachment 1 for project description.			
BUDGET PERIOD 07/01/2025 - 09/30/2029	PROJECT PERIOD 07/01/2025 - 09/30/2029	TOTAL BUDGET PERIOD COST \$ 1,200,000.00	TOTAL PROJECT PERIOD COST \$ 1,200,000.00
NOTICE OF AWARD Based on your Application dated 11/13/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 1,200,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 1,200,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 1, EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912		ORGANIZATION / ADDRESS U.S. EPA, Region 1, Land, Chemicals and Redevelopment Division R1 - Region 1 5 Post Office Square, Suite 100 Boston, MA 02109-3912	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Arthur Johnson - Director, Mission Support Division			DATE 08/28/2025

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 54,782
2. Fringe Benefits	\$ 23,269
3. Travel	\$ 2,881
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 1,020,400
7. Construction	\$ 0
8. Other	\$ 68,080
9. Total Direct Charges	\$ 1,169,412
10. Indirect Costs: 0.00 % Base -	\$ 30,588
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 1,200,000
12. Total Approved Assistance Amount	\$ 1,200,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 1,200,000
15. Total EPA Amount Awarded To Date	\$ 1,200,000

Attachment 1 - Project Description

Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement will provide funding to Southeastern Connecticut Council of Governments (SECOG) to conduct eligible assessment-related activities as authorized by CERLCA 104(k)(2) in the southeastern region of Connecticut.

Specifically, this agreement will provide funding to the recipient to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities. Also, the recipient will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES).

Further, the recipient anticipates conducting up to 8 Phase I and 8 Phase II environmental site assessments, up to 5 community meetings, up to 5 site-specific cleanup plans/Analysis of Brownfield Cleanup Alternatives, and up to 5 planning documents to initiate brownfields revitalization, as well as submitting 16 quarterly reports. Work conducted under this agreement will benefit the residents, business owners, and stakeholders in and near southeastern region of Connecticut. Southeastern Connecticut Council of Governments will subaward funds to Eastern Connecticut Land Bank (ECLB) for the following activities: providing technical expertise through serving on the QEP selection team and reviewing Phase I/II assessment deliverables. Southeastern Connecticut Council of Governments will also subaward funds to Connecticut Resource Conservation and Development Area (CT RC&D) to advertise and assist in facilitating community-based conversations at community workshops and to assist with recruiting (through a competitively advertised process) and selection of community liaisons. SCCOG will use grant funding to hire three community liaisons, one per target area, to help the project team develop local community engagement opportunities that will reach target audiences and executing independent community engagement activities focused on one-on-one or small group conversations. Additionally, a subgroup of CT RC&D, CT Environmental Review Team (ERT), will contribute by providing insight on reuse planning deliverables given their expertise in natural resource redevelopment.

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf

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

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

A. Correspondence Condition

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

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and **Project Officer on Page 1 of Award Document**
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Grants Specialist and Project Officer on Page 1 of Award Document**
- Payment requests (if applicable): **Project Officer on Page 1 of Award Document**
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Project Officer on Page 1 of Award Document AND R1QAPPs@epa.gov**

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from 07/01/2025 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

C. New Recipient Training Requirement

The recipient agrees to complete the [EPA Grants Management Training for Applicants and Recipients](#) and the [How to Develop a Budget](#) training within 90 calendar days of the date of award of this agreement. The recipient must notify the Grant Specialist via email when the required training is complete. For additional information on this training requirement, the recipient should refer to [RAIN-2024-G01](#).

Programmatic Conditions

FY25 Brownfields Assessment Coalition Cooperative Agreement

Terms and Conditions

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

I. GENERAL FEDERAL REQUIREMENTS

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

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2025 competition for Brownfield Assessment cooperative agreements.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-Federal sources of funds, to ensure that the CAR complies with all applicable Federal and state laws and requirements. In addition to CERCLA § 104(k), applicable Federal laws and requirements include 2 CFR Part 200.
4. The CAR must comply with Federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33 (as applicable); OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 3145); and Section 504

of the Rehabilitation Act of 1973, 29 USC §§ 793 and 794; 40 CFR Part 7, Subpart C. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

5. The CAR must comply with Davis-Bacon Related Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Related Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) that indicate that the Davis-Bacon Related Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

II. SITE ELIGIBILITY REQUIREMENTS

All brownfield sites that will be addressed using funds from the cooperative agreement must be located within the geographic boundary (i.e., as discussed in the FY25 application) and described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan).

A. Eligible Brownfield Site Determinations

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

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

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

- i. the State determines there is “no viable responsible party” for the site;
- ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
- iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

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

b. Documentation must include:

- i. the identity of the State program official contacted;
- ii. the State official's telephone number;
- iii. the date of the contact; and
- iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

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

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

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

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

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

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

Sufficient progress at 18 months is indicated when:

- at least 25% of funds have been drawn down and disbursed for eligible activities;
- a Memorandum of Agreement is in place;
- a Qualified Environmental Professional(s) has been procured;
- sites are prioritized or an inventory has been initiated (unless site prioritization or an inventory was completed prior to award);
- community engagement activities have been initiated; and/or

- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

Sufficient progress at 30 months is indicated when:

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

B. Substantial Involvement

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

- a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.
- b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.
- c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).
- d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.), including when the CAR awards a subaward for site assessment. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)

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

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

f. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:

i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.

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

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

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

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

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

- i. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)
- j. Reviewing information in performance reports to ensure all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

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

2. Effects of EPA's substantial involvement include:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.
- b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and state laws.
- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

- 1. The CAR is the lead of the Assessment Coalition and is accountable to EPA for proper expenditure of the funds and is the point of contact for other coalition members.
 - a. A Memorandum of Agreement documenting the coalition's site selection process must be in place prior to the expenditure and draw down of any funds that are awarded under this agreement.
 - b. The CAR shall assess a minimum of two sites in each member's (i.e., the lead member's and non-lead

members') geographic boundary.

The CAR shall not add or remove coalition members without prior approval from the EPA Grants Management Officer or Award Official and must continue the partnerships with the coalition members identified in the application that was selected for funding. EPA will only approve changes to the composition of the coalition in extraordinary circumstances that substantially impair performance of the cooperative agreement.

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

Criteria for selecting additional sites should consider the prioritization criteria identified in the FY25 application, the workplan, or developed during implementation of the workplan. Note, criteria developed during the implementation of the workplan should lead to the CAR addressing sites in areas with similar characteristics to the areas discussed in the FY25 application.

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

CARs expending funding from an Assessment Coalition cooperative agreement must include this amount in any total funding expended on the site.

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

5. CARs, other than state or Tribal entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the competitive procurement standards in 2 CFR Part 200 (including the requirements for full and open competition). Additionally, all CARs (including State and Tribal entities), regardless of the contract amount, must comply with EPA's regulations at 40 CFR Part 33 as applicable. For additional

information on these requirements, see <https://www.epa.gov/grants/rain-2025-g02> and the “Utilization of Disadvantaged Business Enterprises” General Term and Condition of this agreement. These requirements also apply to procurement processes that were completed before the award of this cooperative agreement, to include if the CAR intends to submit payment requests for pre-award costs. See EPA's [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) and the [Brownfields Grants: Guidance on Competitively Procuring a Contractor](#) for additional information.

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

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

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

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

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(e), by inquiring

whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

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

D. Quarterly Performance Reports

1. In accordance with the regulations at 2 CFR Parts 200 and 1500 (specifically, 2 CFR § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly performance reports to the EPA Project Officer within 30 days after each reporting period. Initially, quarterly performance reports will be submitted via email or via the optional Quarterly Reporting function tool within the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The EPA Project Officer will notify the CAR when use of the Quarterly Reporting tool within ACRES is required. Once the EPA Project Officer notifies the CAR of required use, the CAR agrees to use this tool to input quarterly performance reports directly into ACRES within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter). If a due date falls on a weekend or holiday, the report will be due on the next business day.

These reports shall cover work status, work progress, difficulties encountered, preliminary data results, and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, *Revision of budget and program*, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key personnel (including employees and contractors) that are identified by name or position in the workplan. Prior approval means the written approval obtained in advance of a recipient taking an action by an authorized official of a Federal agency or pass-through entity of certain costs or programmatic decisions.)

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

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

leveraged funding.

- b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
- d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A list of the properties where assessment and/or planning activities were performed and/or completed during the reporting quarter.
- f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable) (i.e., program income received and disbursed during the reporting quarter and during the entire cooperative agreement, and the amount of program income remaining); and total remaining funds. The budget summary table must include costs that are charged to the “other” budget object class category (e.g., participant support costs, subawards, etc.).

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. If significant developments occur that negatively impact the Federal Award, the CAR shall include information on their plan for corrective action and any assistance needed to resolve the situation. The CAR shall include a statement on funding transfers^[1] among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of performance.

Note: ACRES reporting requirements may change over time, based on expansion of EPA's information collection authority, and the CAR is responsible for complying with the latest ACRES reporting requirements at the time of each quarterly performance report. The EPA Project Officer will notify the CAR when ACRES reporting requirements specific to Brownfields Assessment change.

- g. For local governments that are using cooperative agreement funds for health monitoring, the quarterly

report must also include the specific budget, the quarterly expenditure, and cumulative expenditures to demonstrate that 10% of Federal funding is not exceeded.

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

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess the specific properties under this cooperative agreement.
4. In accordance with 2 CFR § 200.329(e), the CAR agrees to inform the EPA Project Officer as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

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

F. Final Cooperative Agreement Performance Report with Environmental Results

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

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

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

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites; conduct outreach and community engagement; and for reasonable participant support costs associated with one community liaison per target area identified in the selected FY25 application. Refer to the [EPA Guidance on Participant Support Costs](#) for information regarding reasonable stipend amounts for community liaisons. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
- b. Ensuring that an assessment complies with applicable requirements under Federal and state laws, as required by CERCLA § 104(k).
- c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
- d. Preparing a Community Involvement Plan which includes reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.
- e. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
- f. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the*

Cooperative Agreement Recipient.]

g. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out community engagement pertaining to the assessment activities.

2. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of Federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is **\$60,000**. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term “administrative costs” does not include:

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

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

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

- iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
- iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
- v. Financial reporting under 2 CFR § 200.328;
- vi. Non-Federal audits required under 2 CFR Part 200, Subpart F; and
- vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.

b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

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

4. If authorized in the EPA approved scope of work and budget narrative, the CAR may use a portion of the Assessment Grant for eligible participant support costs associated with one community liaison per target area who is not an employee of the CAR or the CAR's contractor(s) or subrecipient(s). Additional target areas cannot be added to the project for the purpose of using participant support costs to fund additional community liaisons. Eligible participant support costs may include reasonable stipends to compensate an individual community member's time and travel costs for participating in project-related meetings (e.g., meetings with the community, meetings held by a brownfields advisory board, etc.) and time associated with other specific tasks that are directly tied to related community engagement efforts. Stipends may only be paid for actual time spent working on tasks associated with the project and must not duplicate support provided through other Federal, state, tribal, or local programs.

A CAR that uses participant support costs must follow the process described in their EPA-approved workplan (or in a separate process approved by EPA post-award) for determining the amounts of allowable stipend(s), procedures for accounting for participant support cost payments (including receipts), and documenting that the costs are allowable and do not duplicate other support for the individual(s). As provided in CFR § 200.456, “The classification of items as participant support costs must be documented in the recipient's or subrecipient's written policies and procedures and treated consistently across all Federal awards.” Additional information on these requirements for the use of participant support costs is available in [EPA's Guidance on Participant Support Costs](#).

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

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
 - c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;
 - d. Job training activities unrelated to performing a specific assessment at a site (i.e., on the job training) covered by the cooperative agreement;
 - e. To pay for a penalty or fine;
 - f. To pay a Federal cost share requirement (e.g., a cost share required by another Federal grant) unless there is specific statutory authority;

- g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
- h. To pay a cost of compliance with any Federal law, excluding the cost of compliance with laws applicable to the assessment; and
- i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

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

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

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

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

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

B. Quality Assurance (QA) Requirements

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

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

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

1. Quality Assurance Project Plan (QAPP)

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

“Environmental information operations” is a collective term for work performed to collect, produce,

evaluate, or use environmental information or the design, construction, operation, or application of environmental technology. For EPA, environmental information includes direct measurements of environmental parameters or processes, analytical testing of environmental conditions, information provided by models, information compiled from other sources such as databases, software applications, or existing literature, the development of environmental software, tools, or models, or the design, construction, operation, or application of environmental technology.

The QAPP must be approved by EPA prior to environmental information operations, except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. Unless an alternate schedule has been agreed upon, QAPPs are to be submitted at least 60 days before project activities begin. QAPPs are submitted electronically to the following:

EPA Project Officer (see page 1 of assistance agreement for contact information) and Regional Quality Assurance Branch via R1QAPPs@epa.gov.

For organizations with an EPA-approved Quality Management Plan (QMP), the recipient will submit an annual update letter to EPA documenting progress over the year and any changes to the QMP. Annual update letters will be sent every year for four years until the expiration of the QMP (five years from initial EPA approval). Annual QA update letters will be sent to the EPA Project Officer/Tribal Coordinator and the RQAM on the anniversary of the approval of the QMP by the RQAM; or on another mutually agreeable schedule. In addition, for multi-year projects, the grantee shall confirm that the QAPP is current and accurate.

When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 60 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

For Reference:

- [Quality Management Plan \(QMP\) Standard and EPA's Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Specifications for EPA and Non-EPA Organizations](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

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

C. Public Awareness

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of post-project summary or success materials that highlight achievements to which this project contributed.
 - a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.
 - b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo

acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

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

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

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

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

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

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

D. All Appropriate Inquiries

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-21 "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*" (or the latest recognized ASTM standard at the time the assessment is performed), or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in "*All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content*" (Publication Number: EPA 560-F-23-004 (or the latest available publication)). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.

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

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

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

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

- "[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part."
- "[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

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

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

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

E. Completion of Assessment Activities

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

F. Inclusion of Additional Terms and Conditions

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

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

VI. PAYMENT AND CLOSEOUT

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

A. Payment Schedule

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

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

B. Schedule for Closeout

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

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

- a. The CAR must submit the following documentation:

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

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

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

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

Davis-Bacon Term and Condition for Brownfields

1. Program Applicability

a. **Program Name:** Brownfields Program

b. **Statute:** Brownfields Direct Cleanup and Revolving Loan Fund Grants authorized by 42 U.S.C. 9604(k) are subject to Davis-Bacon and Related Acts (DBRA) as provided in 42 U.S.C. 9604(g)

c. **Activities subject to Davis-Bacon:**

i. **Brownfield Sites Contaminated with Hazardous Substances:** All construction, alteration, and repair activity involving the remediation of hazardous substances is subject to DBRA. This includes:

- Excavation of contaminated soil;
- Construction of caps, barriers, and structures which permanently house treatment equipment;
- Installation of water supply wells/piping/connections;
- Abatement of contamination in buildings; and
- Demolition (if followed by new construction).

1.

ii. **Brownfield Sites Contaminated with Petroleum:** DBRA prevailing wage requirements apply when the project includes:

- Excavation of contaminated soil and/or tank removal if followed by paving and concrete replacement, or if it is an extensive soil excavation project;
- Construction of caps, barriers, and structures which permanently house treatment equipment; and

- Installation of water supply wells/piping/connections and related excavation and replacement of contaminated soil.
 - d. **Prevailing Wage Classification (e.g., Heavy Construction, Residential, Commercial) (optional):**
 - **Heavy Construction:** EPA has determined the “Heavy Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments to existing contractors for:
 - Excavation and removal of contaminated soil;
 - Construction of caps or barriers;
 - Replacement of paving and concrete; and
 - Installation of water supply wells/piping/connections.
 - **Building Construction:** EPA has determined the “Building Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments for the construction of:
 - Demolition (if followed by new construction);
 - Construction of structures which permanently house treatment equipment; and
 - Abatement of contamination in buildings (other than residential structures less than 4 stories in height).
 - **Residential Construction:** EPA has determined the “Residential Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height.

2. **Davis-Bacon and Related Acts**

[DBRA](#) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more
- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

3. **Recipient Responsibilities When Entering Into and Managing Contracts:**

- c. **Solicitation and Contract Requirements:**

- iii. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.
- iv. **Include DBRA Requirements in All Contracts:** Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#).”

1.
 - b. **After Award of Contract:**
 - ii. **Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).
 - iii. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).
4. **Recipient Responsibilities When Establishing and Managing Additional Subawards:**
 - d. **Include DBRA Requirements in All Subawards (including Loans):**

Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA Requirements for EPA Subrecipients](#).”
1.
 - b. **Provide Oversight to Ensure Compliance with DBRA Provisions:** Recipients are responsible for oversight of subrecipients, and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).
5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

[\[1\]](#) Per EPA's General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.

Attachment D: Site Reuse Assessment Fact Sheet



Plan for Brownfields Redevelopment Success

Site Reuse Assessment

Successful brownfields revitalization doesn't just happen. It's planned for.

Approach brownfield revitalization through creative, inclusive, and efficient planning activities.

- Early on in the site selection process, consider the range of realistic site reuse options.
- Create a brownfields revitalization plan based on the community's vision, site and surrounding area conditions such as environmental, economic, real estate market, assets, challenges and vulnerabilities. These factors will directly influence how the site is assessed and remediated.

Planning activities that focus on brownfields revitalization are eligible under an EPA Brownfields Assessment or Multipurpose Grant.

Our community needs to:

- Identify potential reuse assets and barriers specific to our brownfield site.
- Understand the range of sustainable reuse options for our brownfield site.

How a Site Reuse Assessment can help: Provides a full evaluation of the opportunities, constraints and range of redevelopment possibilities related to the reuse of a brownfield site. Includes:

- Site characteristics and needs
- Area economy and demographics
- Physical, environmental conditions
- Applicable regulations
- Real estate market conditions

Influence on brownfields assessment, cleanup and reuse: Knowing the potential site reuse helps to plan efficient characterization and cleanup of contamination, and prospectively target appropriate real estate markets.

What is involved?

- Site walkthrough.
- Gathering and reviewing available site documentation.
- Interviews with key community members including local elected leaders and land use officials.
- Developing an inventory of site assets and infrastructure.
- Assessing market conditions.
- Analyzing opportunities and constraints.
- Identifying potential brownfield site reuse options.

When to conduct? As soon as possible after selecting the brownfield site to redevelop. Can be initiated anytime during the environmental investigation process, such as before, during or after the Phase I or Phase II environmental site assessments.

A Site Reuse Assessment can take **six months or longer** to complete, depending on the size and complexity of the site. Budget, timing and circumstances will determine whether a community completes the various activities concurrently vs. separately.

What does it typically cost? Costs range from \$20,000 – \$50,000 depending on the size, location and complexity of the site and its assets.

Who can perform? An experienced multi-disciplinary brownfields reuse team including a planner, market analyst, and environmental professional, among others.

Attachment E: Market Study Fact Sheet



Plan for Brownfields Redevelopment Success Market Study

Successful brownfields revitalization doesn't just happen. It's planned for.

Approach brownfield revitalization through creative, inclusive, and efficient planning activities.

- Early on in the site selection process, consider the range of realistic site reuse options.
- Create a brownfields revitalization plan based on the community's vision, site and surrounding area conditions such as environmental, economic, real estate market, assets, challenges and vulnerabilities. These factors will directly influence how the site is assessed and remediated.

Planning activities that focus on brownfield revitalization are eligible under an EPA Brownfields Assessment or Multipurpose Grant.

Our community needs to:

- Know the local and regional real estate market demands, trends and competition relevant to our brownfield site.
- Understand realistic, market-driven future land use options for the brownfield site.

How a Market Study can help: Study results will indicate economically feasible reuse options for the brownfield site.

Influence on brownfields assessment, cleanup and reuse: The local economy and real estate market strongly affect long-term viability of a brownfield redevelopment. An upfront understanding of whether the site can support residential, commercial or some other type of reuse is critical to site disposition and redevelopment decisions. The redevelopment affects site assessment and cleanup decisions.

What is involved? A desktop review of publicly available real estate and economic development data, including recent development activity in the area. Identify key trends and demographics. Solicit stakeholder input to identify community needs. Discuss market study results with local real estate and economic development professionals to obtain insights and feedback.

When to conduct? Completed early in the reuse planning process. As a preferred site reuse scenario emerges, an interested developer will usually prepare a more thorough market analysis and/or property valuation to fill market data gaps.

What does it typically cost? Costs range from \$20,000-\$50,000 depending on the scope, location, and availability of public data for the site or area.

Who can perform? Usually performed by an experienced multi-disciplinary brownfields reuse team including a real estate professional, market analyst or planner. A municipality or nonprofit with these skillsets may conduct the market study in-house.

Attachment F: Site Reuse Vision Fact Sheet



Plan for Brownfields Redevelopment Success *Site Reuse Vision*

Successful brownfields revitalization doesn't just happen. It's planned for.

Approach brownfield revitalization through creative, inclusive, and efficient planning activities.

- Early on in the site selection process, consider the range of realistic site reuse options.
- Create a brownfields revitalization plan based on the community's vision, site and surrounding area conditions such as environmental, economic, real estate market, assets, challenges and vulnerabilities. These factors will directly influence how the site is assessed and remediated.

Planning activities that focus on brownfields revitalization are eligible under an EPA Brownfields Assessment or Multipurpose Grant.

Our community needs to:

- Visually reflect stakeholder input, market data, environmental considerations and other opportunities uncovered during the brownfields Site Reuse Assessment.
- Communicate our desired brownfield site reuse concept to stakeholders, regulatory officials, economic development leaders and the real estate market.

How a Site Reuse Vision can help: *A picture is worth a thousand words!* Illustrates the potential or preferred redevelopment scenario for a brownfield site. Design concepts include visual representations such as sketch illustrations, renderings and/or 3D models of the potential and preferred brownfield site reuse options, proposed land uses, access and key infrastructure. Complements the brownfields revitalization plan.

Influence on brownfields assessment, cleanup and reuse: Illustrates the location of proposed site structures and site features as per the desired reuse scenarios. Structure and feature placement affect site preparations, assessment and cleanup decisions. The site reuse vision helps reposition the site for redevelopment, and attract interested developers, tenants, end users, funding and financing.

What is involved? Creating an illustration for the site that reflects the community's reuse priorities, integrates site assets and limitations, incorporates neighborhood features and satisfies market demand.

Generally, the Site Reuse Vision is the result of a public planning process that defines the site and reuse goals, gathers input from various stakeholders, and identifies feasible reuse alternatives. The extent of community participation in developing a Site Reuse Vision varies. Some communities:

- Host a design charrette (a collaborative meeting during which planning professionals lead stakeholders through a process of exploring options and sketching reuse designs).
- Have design professionals draft reuse alternatives and present the concepts to the community through a series of public meetings.

When to conduct? Upon completion of a Site Reuse Assessment, after brownfield site conditions and market information are obtained and analyzed.

What does it typically cost? Costs may range from \$35,000 – \$100,000, depending on the complexity of the site and the extent and type of public participation. Creating conceptual schematic designs compliant with local zoning can cost less.

Who can perform? Typically prepared by an experienced site planner, landscape architect or multi-disciplinary brownfields redevelopment team.