



## On-Call Wetland Assessment and Environmental Permitting Services

Wenatchee, Entiat, & Methow Subbasins

Consultant Services

**Columbia River**  
Honor. Protect. Restore.

### Request for Proposals

May 18, 2026

OFFICE  
104 E. Ninth Street  
Wenatchee, WA 98801

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(509) 864-0688

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Yakama Nation Fisheries is seeking proposals from qualified firms specializing in wetland assessments to award an on-call wetland assessment and environmental permitting services contract in support of salmon habitat restoration activities taking place in the Upper Columbia Region (including the Methow, Entiat, and Wenatchee Valleys) in Chelan and Okanogan Counties, Washington. Based upon the proposals received under this solicitation, the Confederated Tribes and Bands of the Yakama Nation will award a one-year on-call contract to the best quality bidder for the Scope of Work described within this RFP, with an option to renew for two additional years if funding is available. Services rendered under this contract will be performed from the contract start date (to be determined) through May 31, 2027.

### Project Background

Salmon habitat restoration project areas typically range between five to fifty acres in size, and often include heavily vegetated floodplains, wetlands, riparian areas, upland slopes, and glacial terraces. Data produced by wetland scientists under this contract will assist Yakama Nation Fisheries in acquiring site access permission and construction permits to perform salmon habitat restoration work.

As Yakama Nation staff proceeds with developing habitat restoration projects in Okanogan and Chelan Counties, individual project biologists may call upon the winning contractor as necessary to enact a portion or all of the work tasks described below. The Contractor shall furnish all supervision, labor, equipment, and tools necessary to complete the Scope of Work.

### Proposed Scope of Work

- **Preliminary Wetland Surveys** – Conduct rapid field surveys of wetlands within assigned salmon habitat restoration project areas to determine likely wetland types present, the potential regulatory jurisdiction and classification of wetlands present, and estimate the general location of wetlands for salmon habitat restoration project engineering purposes.

- **Formal Wetland Delineations** – Conduct all field work and research necessary to delineate and classify all wetlands within assigned salmon habitat restoration project areas using US Army Corps of Engineers and Washington State Department of Ecology required protocols. Delineations must include the creation of accurate survey data depicting wetland jurisdictional boundaries usable in typical engineering software programs like CAD and GIS.
- **Wetland Survey Reports** – Provide technical reports detailing the findings of preliminary wetland surveys and/or formal wetland delineations that can be used to apply for Section 404 and/or 401 permits under the federal Clean Water Act.
- **Assist in Evaluating Salmon Project Impacts and/or Wetland Mitigation Strategies** – Assist Yakama Nation Fisheries staff in developing cost effective wetland impact mitigation strategies that can allow salmon habitat restoration projects to acquire federal, state, and county permits if and when wetland impacts may be unavoidable.
- **Project planning/coordination** – Coordinate with Yakama Nation Fisheries staff to develop wetland survey and delineation plans for specific assigned salmon habitat restoration project areas. Conduct internal staff coordination and administrative duties to support efficient wetland surveys and report writing. Conduct general desktop level site review prior to conducting specific surveys and/or inventories.
- **Permitting Documentation and Guidance** – Provide consultation and guidance to Yakama Nation Fisheries staff on environmental permitting documents and applications regarding wetland resources, wetland conditions, and proposed impacts to wetland resources.

## **Bid Directions**

Each company seeking to be eligible for a contract award under this Request for Proposals must submit one hardcopy of their proposal in writing to:

**Yakama Nation Fisheries**

**Attn: Annet Dillman**

**RE: On-Call Wetland Assessment Services RFP**

**PO Box 151**

**Toppenish, WA 98948**

**(Shipping address: 401 Fort Road, Toppenish, WA 98948)**

Proposals must be received in Toppenish by Close of Business, **Wednesday, June 10, 2026**. It is recommended that all shipping and/or delivery confirmation receipts are retained past the proposal due date to ensure proof of submission.

In addition to the required physical bid submittals, we are also requesting contractors to provide digital copies of their completed bid documents through email submittal directly to the project manager at [davj@yakamafish-nsn.gov](mailto:davj@yakamafish-nsn.gov), and the lead bookkeeper [dila@yakamafish-nsn.gov](mailto:dila@yakamafish-nsn.gov). We are encouraging digital copies to be emailed at the same time the physical bid package is mailed to the proper address in Toppenish, WA. This will allow Yakama Nation Fisheries staff to know whether to expect that a hardcopy bid has been submitted, and will allow Yakama Nation Fisheries staff an opportunity to more quickly score and rank bids for the contract award process.

Please note that timely hardcopy bid submittals are a requirement for a bid to be considered competitive. The additional digital email submittal is requested, but is not a performance requirement. Any digital submittal received with no associative hardcopy submittal by the RFP deadline listed above will be discarded as invalid.

Each proposal must include a roster of key personnel proposed to work under this contract, including resumes. The key personnel roster should include a professional wetland scientist, field botanist, hydrologist, soil scientist, and/or ecologist as well as other key technical staff needed to complete the work tasks. Provision of a separate roster of additional non-key project personnel is also recommended. Please note that proposals dependent upon subcontracting will not be preferred.

Proposals must also include a complete rate schedule that accurately describes the rates at which all personnel and direct costs will be billed to produce the Scope of Work items listed in this Request for Proposals. The schedule of fees should be submitted on company letterhead and certified by signature that the rates provided for competitive bidding will be valid for at least 180 days.

Please review the attached Consultant Services Agreement template for typical Yakama Nation contracting terms and conditions, including reporting/invoicing requirements.

## **Bid Scoring Categories and Weighting**

The following categories will be used to evaluate the competitiveness of bids received.

- Demonstrated experience with this type of work –15%
- Demonstrated quality of work – 15%
- Cost – 15%
- Schedule – 10%
- Company integrity/references – 10%
- Demonstrated experience with permitting agencies in the Upper Columbia Region –10%
- Adequacy/quality of staff and equipment proposed – 15%
- Completeness of Proposal (Based on RFP Submission Requirements) –10%

## **Limitations**

The Yakama Nation reserves the right to accept or reject any and all of the proposals received as a result of this request, or to cancel in part or entirely this request if it is in the best interest of the Yakama Nation to do so. This request does not commit the Yakama Nation to pay any costs incurred in the preparation of a proposal.

## **Project related questions should be directed to:**

Morgan Davies  
Fisheries Habitat Biologist  
Phone: (509) 864-0688  
E-mail: [davj@yakamafish-nsn.gov](mailto:davj@yakamafish-nsn.gov)

## CONSULTANT SERVICES AGREEMENT

This consultant services agreement is between the CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION, a sovereign native nation with its governmental headquarters located at P.O. Box 151 / 401 Fort Road, Toppenish, WA 98948 on the Yakama Reservation (“**Yakama Nation**”), and CONSULTANT’S NAME], EIN Number [REDACTED], with its primary place of business located at [address] (“**Consultant**”).

The Yakama Nation wants to obtain technical assistance to accomplish the project, task, study, or other work described in Exhibit A (Scope of Work) to this agreement.

Consultant states that it has the necessary technical expertise, skill, and capability to complete this work for the Yakama Nation.

The parties therefore agree as follows:

### ARTICLE 1. STATEMENT OF SERVICES

1.01 **Work & Standard of Performance.** Consultant shall perform the work described in Exhibit A (Scope of Work) to this agreement (the “**Work**”). Consultant shall, at its sole expense, provide all labor, services, and equipment necessary to complete the Work timely and to the Yakama Nation’s satisfaction, except as expressly provided otherwise in this agreement. Consultant’s performance shall comply with applicable tribal, federal, state, and local law and policy, and be consistent with generally accepted professional best practices, both of which Consultant states it has knowledge of.

1.02 **Term.** This agreement will be effective on the date when both parties have signed it, and will terminate as set forth below, unless terminated earlier in accordance with Article 9 of this agreement (if neither option is selected, Option B shall be the default):

*Option A:* On May 31, 2027

*Option B:* Upon Consultant’s satisfactory performance of the Work.

1.03 **Prior Performance.** If the Consultant has performed any Work prior to the effective date of this agreement, then this agreement will govern such prior performance. Except that the Consultant’s invoicing obligations, and the Yakama Nation’s associated payment obligations, as set forth in Exhibit C (Payment Terms), will not arise until after the effective date of this agreement.

1.04 **Key Personnel.** If any of Consultant’s employees or agents are specifically identified in Exhibit A (Scope of Work) as the employee(s) or agent(s) expected to perform the Work, they will be considered Consultant’s “**Key Personnel**” for purposes of this agreement. Consultant shall ensure that

Key Personnel continue to be assigned to the Work until its completion, unless Consultant obtains the Yakama Nation Project Manager's written consent to a staff substitution.

## ARTICLE 2. COMPENSATION

2.01 **Maximum Compensation.** The maximum total compensation approved by the Yakama Nation and payable to Consultant for Work under this agreement is \$\_\_\_\_\_. The Yakama Nation shall not pay Consultant more than this maximum amount for the Work. Consultant acknowledges that this maximum amount (a) is sufficient to perform the Work consistent with the terms and conditions of this agreement and (b) includes all eligible expenses associated with Consultant's performance of the Work.

2.02 **Payment.** The Yakama Nation shall pay Consultant according to the invoicing and payment terms described in Exhibit B (Budget) and Exhibit C (Payment Terms) to this agreement.

2.03 **Expenses.** The Yakama Nation shall only compensate Consultant for eligible expenses directly associated with the performance of the Work. Consultant acknowledges that "eligible expenses" means reasonable, allocable, and allowable expenses that are incurred by Consultant in performance of the Work with the prior written approval of the Yakama Nation, for which the Consultant provides a reasonably detailed receipt or other proper proof. The Yakama Nation shall pay eligible expenses, including any authorized travel expenses, consistent with applicable tribal and/or federal law and policy.

### 2.04 **Federal, State, or Privately Granted Funds.**

(a) *Compliance.* Consultant acknowledges that federal, state, or grant funds utilized to compensate Consultant may be subject to certain laws, regulations, requirements and restrictions, which may include, but are not limited to, 2 C.F.R. Part 200. Consultant shall utilize funds in accordance with applicable funding requirements and restrictions, and shall reimburse the Yakama Nation for any expenses that are paid by the Yakama Nation but subsequently disallowed by the federal or state agency or other grantor.

(b) *Availability of Funds.* Consultant acknowledges that where the Work is funded by federal, state, or other external sources, Yakama Nation's payment obligations to Consultant for Work under this Agreement are entirely dependent and conditioned upon Yakama Nation receiving the funds from such agency or agencies.

## ARTICLE 3. PROJECT MANAGEMENT

3.01 **Project Managers.** Each party will designate an internal project manager to facilitate the completion of the Work. Being designated as a party's project manager does *not* endow the representative with any legal authority to bind that party. Either party may change their project manager by giving notice to the other party.

(a) The Yakama Nation's Project Manager is Morgan Davies. He may be reached at (509) 864-0688, or davj@yakamafish-nsn.gov.

(b) The Consultant's Project Manager is [Name]. S/he may be at [Phone], or [email].

#### ARTICLE 4. LEGAL NOTICE

4.01 **Valid Notice.** For a notice under this agreement to be valid, it must be in writing, properly addressed to the party's current legal contact, and delivered (a) by a national transportation company with all fees prepaid and receipt signature required, or (b) by USPS certified mail, return receipt requested, postage prepaid. Notice will be effective upon the date of receipt. Either party may change its designated address or recipient for legal notice by giving the other party reasonable notice of such change.

4.02 **Notice to the Yakama Nation.** Notice to the Yakama Nation must be sent to the Tribal Council Chairman at P.O. Box 151 / 401 Fort Road, Toppenish, WA 98948, with courtesy copies to the Yakama Nation's Project Manager electronically at their email address listed above in section 3.01(a), and to the Yakama Nation Office of Legal Counsel at P.O. Box 150 / 401 Fort Road, Toppenish, WA 98948.

4.03 **Notice to Consultant.** Notice to Consultant must be sent to \_\_\_\_\_ at \_\_\_\_\_.

#### ARTICLE 5. RECORDS, ACCOUNTING & AUDITS

5.01 **Recordkeeping.** Consultant shall maintain auditable records during the term of this Agreement and for a period of at least three (3) years following the termination of this Agreement. Consultant shall comply with the Audit Act of 1984, P.L. 98-502 (31 U.S.C. § 7501 et. seq.), as amended, and the Office of Management and Budget's Uniform Guidance requirements set forth at, 2 C.F.R. Part 200, Subpart F, as amended, in maintaining its records.

5.02 **Accounting.** Consultant shall adhere to a systematic accounting method in performing the Work to ensure timely and appropriate resolution of audit findings and recommendations, and compliance with the Office of Management and Budget's Uniform Guidance requirements set forth at, 2 C.F.R. Part 200, Subpart F, as amended.

5.03 **Audits.** Except as prohibited by law, the Yakama Nation, the United States (if applicable), and any grantor agency (if applicable), and/or their duly authorized representative(s), may audit, examine, request, or make copies of Consultant's records that concern or are relevant to the subject matter of this agreement or to Consultant's performance of its obligations under this agreement. Consultant shall provide such authorized auditors with timely access to its records.

5.04 **Access to Yakama Nation Records, Personnel & Facilities.** Except as prohibited by law, the Yakama Nation shall provide Consultant with reasonable access to its personnel, facilities, and records necessary for Consultant's performance of this agreement.

5.05 **Confidential Information.** If the Yakama Nation provides Consultant with documents or information typically maintained as confidential by the Yakama Nation ("**Confidential Information**"), Consultant shall make all reasonable efforts, and take all reasonable precautions, to prevent the disclosure of that Confidential Information to non-parties, except as may be required by law or court order. Consultant shall not use Confidential Information for any purpose except the performance of this agreement.

5.06 **Continuing Obligation.** Consultant's obligations under Article 5 of this agreement are intended to survive the termination of this agreement.

#### ARTICLE 6. WORK PRODUCT

6.01 **Definition.** "**Work Product**" includes, but is not limited to, all papers, reports, information, drawings, internal memoranda, files, proposals, papers, copyrights, patents, photographs, data, and all written or graphic material, or any other material or property, whether stored electronically or in hard copy, in any format including native formats, and however produced, prepared, collected, generated, or created by the Consultant in connection with this agreement.

6.02 **Ownership.** Consultant acknowledges that all Work Product it produces pursuant to this agreement will be works for hire, which the Yakama Nation will own, and which Consultant will not retain any interest in or rights to. Consultant shall give all its Work Product to the Yakama Nation promptly upon the termination of this agreement or upon request in a format acceptable to the Yakama Nation.

#### ARTICLE 7. RISK MANAGEMENT

7.01 **Insurance Requirement.** Consultant shall be required to purchase and maintain insurance during the term of this agreement, as set forth in Section 7.02 below:  YES  NO. (If neither box is checked, insurance is required.)

7.02 **Insurance Coverage.** If insurance is required under Section 7.01, Consultant shall, at its own expense, maintain the following minimum insurance coverage during the term of this agreement and for a period of three years following the completion of the Work:

(a) Either Commercial General Liability Insurance OR Professional Liability Insurance, including errors and omissions insurance, in the amount of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

(b) If the performance of the Work requires Consultant to use one or more automobiles, Commercial Automobile Insurance coverage for all vehicles used in performance of the Work in an amount equal to the greater of either (i) one million dollars (\$1,000,000), or (ii) any other amount specified by applicable law.

(c) Any other insurance coverage required by applicable law, which may include (but may not be limited to) workers compensation insurance or disability benefits insurance.

**7.03 Additional Insured.** Consultant shall name the Yakama Nation as an additional insured on its applicable insurance policies, provide the Yakama Nation with certificates of insurance, and at the Yakama Nation's request, provide Yakama Nation with copies of the relevant policies. The additional insured coverage provided by Consultant to Yakama Nation shall be on a primary and noncontributory basis.

**7.04 No Subrogation.** Consultant hereby waives for insurance purposes all subrogation rights it may have against the Yakama Nation and any of the Yakama Nation's officers, agents, employees, governmental entities, contractors, or subcontractors.

**7.05 Indemnification.** Consultant shall indemnify, hold harmless, and (at the Yakama Nation's discretion, and with counsel acceptable to the Yakama Nation) defend the Yakama Nation and its officers, agents, employees, and assigns (each and all considered the "Yakama Nation" for purposes of this Section) against any claim, demand, judgment, loss, cost, damage, expense or other liability whatsoever, including legal fees and expenses, which are incurred by or claimed against the Yakama Nation and arise, either directly or indirectly, from any action, omission, error or breach of contract by Consultant or its officers, agents, employees, or subcontractors. The requirements of this Section 7.05 are intended to survive the termination of this agreement.

**7.06 Injunctive Relief.** Consultant acknowledges that its breach or threatened breach of Article 5 (Records, Accounting, Audits) or Article 6 (Work Product) of this agreement would cause irreparable injury to the Yakama Nation, which could not be completely compensated by money damages, and that injunctive relief to enforce Articles 5 or 6 of this agreement would be proper.

## **ARTICLE 8. DISPUTE RESOLUTION**

**8.01 Negotiation.** If the parties disagree about the performance, interpretation, or enforcement of this agreement, they shall first attempt to resolve their disagreement informally through (a) dialogue between their project managers, and then (b) face-to-face negotiations between their leaders, which must be held in Toppenish, WA. If the parties cannot resolve their disagreement after taking these steps, it will be deemed a 'dispute'.

**8.02 Mediation.** The parties shall endeavor to resolve any disputes through non-binding mediation before resorting to any other dispute resolution procedure. Such mediation must be held at

a mutually agreeable location in Yakima, Washington. Any demand for mediation must be made in writing and delivered to the other party in accordance with the provisions of Article 4 (Notice) of this agreement. The parties shall share equally the costs of hiring a mediator and securing a suitable location for the mediation proceedings. The requirements of this Section 8.02 are intended to survive the termination of this agreement.

## ARTICLE 9. TERMINATION

9.01 **For Convenience.** Either party may terminate this agreement by giving to the other party at least 90 days prior written notice. The notice must specify the effective date of termination.

9.02 **For Breach.** Either party may immediately terminate this agreement by written notice following a material breach by the other party. The parties acknowledge that the terms of Article 5 (Records, Accounting & Audits), Article 7 (Risk Management), and Section 1.04 (Key Personnel) are material terms. Consultant acknowledges that time is of the essence for performance of the Work.

9.03 **By Tribal Council Executive Committee.** The Yakama Nation Tribal Council Executive Committee may immediately terminate this agreement upon written notice to Consultant.

9.04 **Effect.** Termination of this agreement will not relieve either party of any liabilities or obligations that arise under this agreement before the agreement is terminated. Termination will not limit the Yakama Nation's rights or remedies at law or equity, including, but not limited to, the right to contract with other qualified persons to complete the Work.

## ARTICLE 10. GENERAL TERMS

10.01 **Independent Contractor.** Consultant acknowledges that it is an independent contractor and not an agent or employee of the Yakama Nation for purposes of this agreement. The parties state that they are not engaged in a joint venture or partnership. Neither party may speak for or bind the other.

10.02 **Conflicts.** During the term of this agreement, Consultant shall not accept work from any non-party, which would create a real or apparent conflict of interest with Consultant's performance of the Work for the Yakama Nation.

10.03 **Subcontractors.** Consultant shall not hire a subcontractor to perform any portion of the Work for this Agreement, except as expressly authorized in writing by the Yakama Nation. Where the Yakama Nation has authorized Consultant's hiring of a subcontractor, Consultant shall require the subcontractor to comply with all relevant terms and conditions of this agreement in performing their portion of the Work. Any unauthorized attempt by Consultant to subcontract the Work will be null and void, and Consultant shall be responsible for all expenses, fees, and costs associated with the unauthorized subcontract(s).

**10.04 Fair Employment Practices.** Consultant shall not discriminate against any employee or applicant for employment because of handicap, race, age, religion, sex, gender, or sexual orientation. Consultant shall take affirmative steps to ensure that applicants and employees are treated fairly during hiring and employment. This provision is not intended to prevent Consultant from implementing a lawful Indian preference employment policy.

**10.05 Indian Preference Employment.** When Consultant performs Work within the boundaries of the Yakama Reservation, or on Yakama trust property outside the boundaries of the Yakama Reservation, Consultant acknowledges that it is subject to and shall comply with applicable Indian preference employment laws of the Yakama Nation, including its Tribal Employment Rights Ordinance (Yakama Revised Law & Order Code, Title 71, as amended) (“**TERO**”). Consultant further acknowledges that under Section 703(i) of the 1964 Civil Rights Act, it may implement an Indian Preference hiring policy for all work performed near (within reasonable commuting distance from) the Yakama Reservation. Consultant hereby adopts the TERO and its associated policies as its Indian preference hiring policy for Work it performs near the Yakama Reservation, and shall publicize the same.

**10.06 Permits and Approvals; Taxes and Fees.** The Consultant shall, at its expense, obtain any and all permits, approvals, or authorizations from local, state, federal or tribal authorities necessary or required for the completion of the Work. Unless the parties have expressly agreed otherwise in this agreement, Consultant shall pay any taxes or fees applicable to or associated with its completion of the Work.

**10.07 Force Majeure.** The parties’ obligations under this agreement are subject to force majeure. If acts of God, severe weather conditions, fire, or unforeseen catastrophic events caused by nonparties which are beyond the control of the parties, prevent the parties from performance, such non-performance must not be considered a breach of this agreement.

**10.08 Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject of this agreement, and supersedes all prior or contemporaneous agreements, whether written or oral, between the parties. The parties acknowledge that they each participated in negotiating this agreement, and that they have read, understood, and approved its terms. Headings are provided in this agreement for convenience, and are not intended to affect the meaning of the provisions to which they are affixed.

**10.09 Exhibits Incorporated by Reference.** This agreement includes any terms or documents incorporated by reference, as well as those exhibits listed below. If the terms of an exhibit or incorporated document conflict with the terms of the body of this agreement, the terms in the body of this agreement must prevail.

- (i) Exhibit A – Scope of Work
- (ii) Exhibit B – Budget

- (iii) Exhibit C – Payment Terms
- (iv) Exhibit D – Funding Agency Provisions

10.10 **Change Orders.** Change orders must be in writing and authorized by an appropriate representative of the Yakama Nation as follows:

(a) *Material Changes.* Any material changes to this agreement or the Work to be performed must be authorized in writing and signed by the Yakama Nation Tribal Council Chair as modifications or addendums to this agreement. Material changes are (i) any changes which require an increase in the maximum ‘not to exceed’ contract amount set forth in Section 2.01 of this agreement, or (ii) any changes to *what* Work is to be performed.

(b) *Immaterial Changes.* The Yakama Nation’s Project Manager may authorize immaterial changes in writing. Immaterial changes are those that concern *how* the Work will be accomplished, but do *not* change the scope of what Work will be performed, or the overall contract payment amount.

10.11 **Amendments; Waiver.** The parties may amend this agreement by a written instrument signed by the authorized representatives of both parties. No waiver of a right or obligation under this agreement will be effective unless it is in writing and signed by an authorized representative of the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

10.12 **Execution.** If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument. The parties may sign and deliver this agreement (and any ancillary documents) to each other electronically, and the receiving party may rely on the electronic document as if it was a hard-copy original.

10.13 **Choice of Law and Venue.** Yakama law governs the validity and interpretation of this agreement, and any adversarial proceedings brought by one party against the other party arising out of this agreement. Any court action filed to enforce or interpret this agreement must be in the Yakama Tribal Courts. Consultant acknowledges that this agreement will be considered to have been executed at the Yakama Nation governmental headquarters in Toppenish, WA, and that this agreement establishes a consensual business relationship between the parties for purposes of Yakama Tribal Court jurisdiction. Consultant shall not raise any personal jurisdiction objections to Tribal Court jurisdiction.

10.14 **Severability.** If any term of this agreement is found to be illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable that comes closest to expressing the parties’ original intention.

10.15 **Sovereign Immunity.** In entering into this agreement, the Yakama Nation is not waiving its sovereign immunity from suit, and is not waiving, altering, or otherwise diminishing its rights, privileges, remedies, or services guaranteed by the U.S. Treaty with the Yakamas of June 9, 1855.

10.16 **Special Terms & Conditions.** In addition to the forgoing terms and conditions, the following requirements will apply to this Agreement:

(a) Consultant shall comply with any and all applicable terms of the Cooperative Agreement 99149 (hereafter "Cooperative Agreement"), between the Yakama Nation and the Bonneville Power Administration (hereafter "BPA") that apply specifically to subcontractors. Consultant is responsible for reviewing the Cooperative Agreement to determine which of the Cooperative Agreement terms apply to Consultant's work. The full text of the Cooperative Agreement is attached as Exhibit D Consultant hereby states and certifies that it has read the Cooperative Agreement and agrees to be bound by the applicable provisions. Consultant further states that it has the capacity to comply with the Cooperative Agreement's applicable terms.

(b) Consistent with the Cooperative Agreement's requirements, Consultant shall comply with any applicable Bonneville Purchasing Instructions in carrying out the Services under this Agreement. The full text of the BPA Purchasing Instructions may be reviewed at <http://www.bpa.gov/Doing%20Business/purchase/BPI/BPI-18-1-Parts-1-35.pdf> and are fully applicable to this Agreement, with the following modifications: Whenever the Instructions use the terms "BPA," "Contracting Officer" or "CO," it shall mean the Yakama Nation; whenever the clauses use the terms "Contractor" or "Prime Contractor", it shall mean Consultant.

(c) Funds for compensation of Consultant for the Services rendered to the Yakama Nation under this agreement are provided by BPA through the Cooperative Agreement. The Yakama Nation's obligation under this Agreement to pay the Consultant is conditioned upon these necessary funds being made available to the Yakama Nation. Per the terms of the Cooperative Agreement between the Yakama Nation and BPA, Consultant shall comply with any applicable Dept. of Labor Service Labor Standards in carrying out the Services under this Agreement, including applicable Davis Bacon Wage Decisions. If Consultant is authorized under this Agreement to hire any subcontractors, Consultant shall ensure that their contracts are consistent with and subject to the terms of this Agreement.

**[Signature pages follow.]**

**Each party is signing this agreement on the date stated opposite that party's signature:**

**THE CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION:**

By: Gerald Lewis (or authorized designee)

Date

Title: Tribal Council Chairman

**Consultant's Name:**

EIN #: XX-XXXXXXX

By:

Date

Title:

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## EXHIBIT A – SCOPE OF WORK

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### Overview and Background:

The Yakama Nation's (YN) Upper Columbia Habitat Restoration Project (UCHRP) requires the services of professional wetland specialists to provide on-call wetland assessment and environmental permitting services at targeted salmon habitat restoration project sites in Okanogan and Chelan Counties. Salmon habitat restoration project areas typically range between five to fifty acres in size, and will typically include heavily vegetated floodplains, wetlands, riparian areas, upland slopes, and glacial terraces. Data produced under this Contract will assist Yakama Nation Fisheries in acquiring site access permission and construction permits to perform salmon habitat restoration work.

### Project Location

Wetland survey services will be performed in remote areas of the Methow, Entiat, and Wenatchee Subbasins, including at project sites where access may be challenging for licensed highway vehicles. The Contractor shall furnish all supervision, labor, equipment, and tools necessary to complete the Scope of Work.

### Scope of Work

Yakama Nation Fisheries staff may call upon the Contractor as necessary to enact a portion or all of the following work tasks:

- **Preliminary Wetland Surveys** – Conduct rapid field surveys of wetlands within assigned salmon habitat restoration project areas to determine likely wetland types present, the potential regulatory jurisdiction and classification of wetlands present, and estimate the general location of wetlands for salmon habitat restoration project engineering purposes.
- **Formal Wetland Delineations** – Conduct all field work and research necessary to delineate and classify all wetlands within assigned salmon habitat restoration project areas using US Army Corps of Engineers and Washington State Department of Ecology required protocols. Delineations must include the creation of accurate survey data depicting wetland jurisdictional boundaries usable in typical engineering software programs like CAD and GIS.
- **Wetland Survey Reports** – Provide technical reports detailing the findings of preliminary wetland surveys and/or formal wetland delineations that can be used to apply for Section 404 and/or 401 permits under the federal Clean Water Act.
- **Assist in Evaluating Salmon Project Impacts and/or Wetland Mitigation Strategies** – Assist Yakama Nation Fisheries staff in developing cost effective wetland impact mitigation strategies that can allow salmon habitat restoration projects to acquire federal, state, and county permits

if and when wetland impacts may be unavoidable.

- **Project planning/coordination** – Coordinate with Yakama Nation Fisheries staff to develop wetland survey and delineation plans for specific assigned salmon habitat restoration project areas. Conduct internal staff coordination and administrative duties to support efficient wetland surveys and report writing. Conduct general desktop level site review prior to conducting specific surveys and/or inventories.
- **Permitting Documentation and Guidance** – Provide consultation and guidance to Yakama Nation Fisheries staff on environmental permitting documents and applications regarding wetland resources, wetland conditions, and proposed impacts to wetland resources.

### **Consistent Satisfactory Progress**

Consistent satisfactory progress in this project will be required. Satisfactory progress will be measured by both the quality and quantity of work. If for any reason no work is performed, the Consultant may be given a notice of contract cancellation. Consistent satisfactory progress will also be determined by the Consultant's demonstrated ability to perform all work tasks described in the Scope of Work. If it appears that the Consultant is unable to complete the project tasks the Consultant may be given a notice of contract cancellation. The Yakama Nation's designated representative will monitor progress closely.

### **Key Personnel**

## EXHIBIT B – BUDGET

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1. **Project Budget: Total Contract not to Exceed:**
  
2. **Applicable Rate Schedule.** Consultant shall invoice, and the Yakama Nation shall pay, according to the following rate schedule:

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## EXHIBIT C – PAYMENT TERMS

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**1. Schedule.** The Consultant shall invoice for work performed in accordance with the following schedule [if no schedule is selected, invoicing shall occur per Option A – Monthly Time & Materials]:

**A. Monthly Time & Materials:** The Consultant shall invoice monthly on a time and materials basis for actual Work completed during the invoice period. Unless the parties agree in writing to different terms, invoice periods shall begin on the first day of each month and end on the last day of each month.

**B. Progress:** The Consultant shall invoice following the completion of each major Work task identified in Exhibit A (Scope of Work). A Work task will not be considered complete until it has been reviewed and accepted by Yakama Nation’s Project Manager.

**C. Alternative Schedule:** The Consultant shall invoice as follows: \_\_\_\_\_.

**2. Invoicing Requirements.** Invoices must include appropriate supporting documentation, which may include, but is not limited to, detailed expense receipts, and a brief summary of activities associated with the Work performed by Consultant. Consultant shall submit invoices to the Yakama Nation’s designated Project Manager within 15 days after the end of the invoice period in which the Work was performed and/or expenses were incurred. Consultant hereby waives the right to receive full payment on invoices submitted more than 60 days following the end of the invoice period. (The ‘end’ of the invoice period for progress payments will be considered the last day of the calendar month in which the Work task was completed.) Sample invoice, expense, and travel forms are attached and available upon request for Consultant’s review and convenience.

If a question or concern arises regarding an invoice, Yakama Nation shall promptly notify Consultant of the question or concern. Within 15 business days following such notification, Consultant shall sufficiently explain or correct the issue, or Consultant will be deemed to have waived their right to demand payment for the associated Work or expense.

**3. Payment.** Subject to the terms of this Agreement, the Yakama Nation shall pay all approved invoices within 60 days following the date of invoice.

Invoice #: \_\_\_\_\_  
 Pages attached: \_\_\_\_\_

TEMPLATE BILLING FORM FOR CONSULTANT/CONTRACTOR

DATE: \_\_\_\_\_  
 CONSULTANT: \_\_\_\_\_ EIN: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ CONTRACT: \_\_\_\_\_  
 PROJECT #: \_\_\_\_\_  
 PO #: \_\_\_\_\_ (we provide you a PO #)  
 VENDOR #: \_\_\_\_\_ our finance system ID#

FOR BILLING PERIOD: \_\_\_\_\_ to \_\_\_\_\_

Total Time _____ hrs _____ (rate per hr)  See pg 2 DESCRIPTION OF SERVICES PROVIDED	
Total Expenses _____  See pg 3 ITEMIZED EXPENSES  Please attach detailed receipts to billing Expenses should be listed on page 3. Expenses such as telefax, copies, telephone may be reimbursed at actual cost (subject to limits in approved budget). Authorized travel expenses subject to Federal Travel Regulations & Yakama Policies	\$0.00
Total Mileage _____ miles x \$ _____ (\$/mi.)  See pg 4 TRAVEL/MILEAGE  Please show purpose of travel, odometer readings, total miles. and travel time spent traveling. Provide expenses such as lodging and airfare to page three	\$0.00
<b>TOTAL AMOUNT OF BILLING</b>	<b>\$0.00</b>

\_\_\_\_\_  
 Signature                      date







**EXHIBIT D – Funding Agency Provisions**

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Mail Invoice To:

fwinvoices@bpa.gov  
F & W Invoices - EWB-4  
P. O. Box 3621  
Portland OR 97208-3621

Please Direct Inquiries To:



Title CONTRACT SPECIALIST  
Phone: (503) 555-5555  
Fax (503) 555-5555

Vendor:

CONFEDERATED TRIBES AND BANDS OF THE  
YAKAMA INDIAN NATION  
PO BOX 151  
TOPPENISH WA 98948

Title

2009-003-00 EXP UC HABITAT - STAFF & SUBS

Contract Value

Total Value	[REDACTED]	** NOT TO EXCEED **
Pricing Method	COST, NO FEE	Start Date 06/01/2026
Contract Type	COOPERATIVE AGREEMENT	End Date 05/31/2027

\_\_\_\_\_  
Vendor Authorized Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Authorized Signature

[REDACTED] Contracting Officer

\_\_\_\_\_  
Printed Name/Title



**COOP NO. 99149**  
**CONTINUATION PAGE**  
**PROJECT: 2009-003-00 EXP UC HABITAT - STAFF & SUBS**  
**RECIPIENT: CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION**  
**(BPA) DUNS No. 043003334**  
**BPA Federal Customer Treasury Fund Account Symbol: 89X4045**  
**BPA Agency Location Code: 89001401; BPA Tax ID: 93-0334712**

Contracting Officer's Representative (COR)	██████████	██████████	██████████
Contracting Officer (CO)	██████████	██████████	██████████

This award is hereby executed under the terms and conditions between the Bonneville Power Administration (BPA) and the Confederated Tribes and Bands of the Yakama Nation.

1. This agreement is issued as follows and consists of:
  - Signature page
  - Continuation page
  - Terms and Conditions
  - Project Description (SOW)
  - Budget
  - Property Approved for Disposal
  - Construction Wage Rates for:
    - Chelan County, WA
2. The performance period is from 06/01/2026 – 05/31/2027.
3. Funding in the amount of ██████████ is awarded.
4. Refer to Clause C-31, Reimbursement Payment and Financial Reporting Requirements, for instructions on reimbursement and financial reporting.
5. Invoice and Submittal Instructions: Submit requests for reimbursement and required reports marked with the agreement number to the COR at the email address provided herein including a copy to [fwinvoices@bpa.gov](mailto:fwinvoices@bpa.gov).
6. The DOI-issued NICRA, dated 12/03/2025, is used in the approved budget that is incorporated into this cooperative agreement. Upon review and written acknowledgement by the CO, all subsequent DOI-issued NICRAs submitted to BPA by the award Recipient shall supersede, and the rate is considered incorporated by reference, as of the date of issuance by DOI.
7. Property inventory is transferred to this cooperative agreement from the previous award 97182. Property items being requested for disposition are hereby acknowledged, approved and transferred to the recipient on 06/01/2026. All federal and state regulations for disposing of any hazardous property items must be followed accordingly. For e-waste disposal, the recipient shall delete BPA information/data prior to disposal. The recipient may use its discretion on how to delete BPA information/data. The Bonneville Financial Assistance Instructions, section 4.313, Equipment, is hereby incorporated by reference and made part of this award. Section 4.313 may be accessed at: <https://www.bpa.gov/energy-and-services/customers-and-contractors/financial-assistance-instructions-manual>

8. A COR designation memo is forwarded to all parties involved in this agreement as reference to responsibilities and authorities.

## ATTACHMENT – TERMS AND CONDITIONS

### CLAUSES INCORPORATED BY REFERENCE

This award incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following address:

**Bonneville Financial Assistance Instructions Manual clauses: <https://www.bpa.gov/energy-and-services/customers-and-contractors/financial-assistance-instructions-manual>**

- Clause 1 Regulations Applicable To BPA Financial Assistance (JUL 2017)
- Clause 2 Legal Authority And Effect (JUL 2017)
- Clause 3 Non-assignability (JUL 2017)
- Clause 4 Compliance With Federal, State, And Municipal Law (JUL 2017)
- Clause 5 Inconsistency With Federal Law (JUL 2017)
- Clause 7 Contracting Officer's Representative (OCT 2018)
- Clause 10 Federal Stewardship (OCT 2018)
- Clause 11 Substantial Involvement (OCT 2018)
- Clause 12 Nondisclosure And Confidentiality Agreements Assurances (JUL 2017)
- Clause 13 Foreign Work and Travel (JUL 2021)
- Clause 14 Purchases (JUL 2017)
- Clause 15 Lobbying Restrictions (JUL 2017)
- Clause 16 Export Controls (JUL 2017)
- Clause 18 Extensions Of Period Of Performance (JUL 2017)
- Clause 19 Property Trust Relationship & Insurance Coverage (JUL 2017)
- Clause 21 Property – Supplies And Equipment (JUL 2017)
- Clause 22 Title To And Disposition Of Property (OCT 2018)
- Clause 23 Record Retention (JUL 2021)
- Clause 24 Audits (OCT 2018)
- Clause 25 Suspension Or Termination (JUL 2017)
- Clause 26 Claims, Disputes, And Appeals (JUL 2017)
- Clause 27 Reporting Program Performance (JUL 2021)
- Clause 29 Reimbursement Requests (JUL 2025)
- Clause 31 Reimbursement Payment & Financial Reporting Requirements (JUL 2025)
- Clause 32 Budget Changes (JUL 2025)
- Clause 34 Insolvency, Bankruptcy Or Receivership (OCT 2018)
- Clause 35 Nondiscrimination In Federally Assisted Programs (JUL 2017)
- Clause 36 Environmental Protection (JUL 2021)
- Clause 37 Endangered Species Act Requirements (JUL 2021)
- Clause 38 NEPA Requirements (JUL 2021)
- Clause 39 Felony Conviction And Federal Tax Liability Assurances (JUL 2017)
- Clause 40 Drug-Free Workplace Requirements For Financial Assistance Awards (JUL 2017)
- Clause 42 Rights In Data (OCT 2018)
- Clause 43 Indemnity (OCT 2018)
- Clause 44 Environmental, Safety, And Health (OCT 2018)
- Clause 45 Small Unmanned Aircraft (UAS) (JUL 2021)
- Clause 46 Closeout (JUL 2025)
- Clause 47 National Historic Preservation Act Requirements (JUL 2021)
- Clause 51 Information Assurance (MAY 2023)

**CLAUSES INCORPORATED BY FULL TEXT**

**CLAUSE 17 PUBLICATIONS  
(JUL 2017)**

BPA encourages the Recipient to publish or otherwise make publicly available the results of work performed under this Award. The Recipient is required to include the following acknowledgement in publications arising out of or relating to work performed under this Award:

*Acknowledgment:* “The information, data, or work presented herein was funded in part by the Bonneville Power Administration under Award Number 99149. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

**STATUTORY AND NATIONAL POLICY REQUIREMENTS**

Financial assistance awards are subject to the following statutory and national policy requirements below. By signing or accepting the funds under the financial assistance award, the recipient agrees that it will comply with applicable provisions below.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<b>NONDISCRIMINATION</b>				
On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by:  DOE at 10 CFR Part 1040	All	All	All	Requirements flow down to subrecipients.
On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p. 339], as implemented by Department of Labor regulations at 41 CFR Part 60 and EPA at 40 CFR Parts 7 and 12.	Grants, cooperative agreements, and other prime awards defined at 40 CFR 60-1.3 as “Federally assisted construction contract.”	All	Awards under which construction is to be done.	Requirements flow down to construction subrecipients.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<p>On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.).</p> <p>DOE at 10 CFR Part 1040</p>	All	Educational institution [for sex discrimination, excepts all Institution controlled by religious organization, when inconsistent with the organization's religious tenets].		
<p>On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.</p> <p>DOE at 10 CFR Part 1040</p>	Grants, cooperative agreements, and other awards defined at 45 CFR 90.4 as "Federal financial assistance."	All	All	Requirements flow down to subrecipients.
<p>On the basis of handicap, in:</p> <p>1. Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DOE at 10 CFR Part 1040.</p>	Grants, cooperative agreements, and other awards included in "Federal financial assistance"	All	All	Requirements flow down to subrecipients.
<p>2. The Architectural Barriers Act of 1968 (42 USC 4151, et seq.).</p>	Grant or loan	All	Construction or alteration of buildings or facilities, except those restricted to use only by able-bodied uniformed personnel.	
<p>3. Americans with Disabilities Act.</p> <p>42 USC 12101 et. seq</p>	All	All		
<b>LIVE ORGANISMS</b>				
For human subjects:				
<p>For human subjects, the Common Federal Policy for the Protection of Human Subjects. Codified by the:</p> <p>DOE at 10 CFR Part 745</p>	All	All	Research, development, test, or evaluation involving live human subjects.	Requirements flow down to subrecipients

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
P.L. 104-191 Health Insurance Portability and Accountability Act (HIPAA)	As applicable	Covered Entities	As applicable	Limits uses of protected health information (PHI) collected or maintained by researchers within a covered entity or access to PHI from a covered entity. Research uses do not require Business Associate Agreements (defined at 45 CFR part 164 504 (e)(1) between collaborating institutions. Guidance available at <a href="http://privacyruleandresearch.nih.gov/">http://privacyruleandresearch.nih.gov/</a>
For animals:	All	All		Requirements flow down to subrecipients.
Rules on animal acquisition, transport, care, handling, and use in: (i) 9 CFR Parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966 (7 US+A160C. 2131-2156). Public Health Service Agencies must follow requirements in the PHS Policy on Humane Care and Use of Laboratory Animals, which implements PL 99-158, Sec. 495. NASA requirements for animal welfare are set forth at 14 CFR Part 1232 EPA at 40 CFR Part 40. For USDA/CSREES, "In the case of domestic farm animals housed under farm conditions, the institution should adhere to the principles stated in the Guide for the Care and Use of Agricultural Animals in Agriculture and Teaching, Federation of Animal Science Societies, 1999."	All	All	Research, experimentation, or testing involving the use of animals USDA regulations exempt birds, most rats and mice bred for research, and farm animals used for agricultural research.	
Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the: Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.	All	All	Activities which may involve or impact wildlife and plants.	
<b>ENVIRONMENTAL STANDARDS</b>				

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<p>Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. Seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799].</p> <p>EPA at 40 CFR Part 6</p>	All	All	All, for Clean Air Act, Clean Water Act, and Executive Order 11738.	Requirements flow down to subrecipients.
<p>The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et. seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.</p> <p>DOE at 10 CFR Part 1021</p>				
<p>Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas.</p> <p>DOE at 10 CFR Part 1022</p>	All	All	Awards involving construction, land acquisition or development, with some exceptions [see 42 U.S.C. 4001, et. seq.].	The Council on Environmental Quality's regulations for implementing NEPA are at 40 C.F.R. Parts 1500-1508. Executive Order 11514 [3 CFR, 1966-1970 Comp., p. 902], as amended by Executive Order 11991, sets policies and procedures for considering actions in the U.S. Executive Orders 11988 [3 CFR, 1977 Comp., p. 117] and 11990 [3 CFR, 1977 Comp., p. 121] specify additional considerations, when actions involve floodplains or wetlands, respectively.
<p>All existing or proposed components of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C.1271, et seq.).</p> <p>EPA at 40 CFR Part 6</p>	Grants, cooperative agreements, and other "financial assistance" (see 16 U.S.C. 3502).	All	Awards that may affect existing or proposed element of National Wild and Scenic Rivers system.	Requirements flow to subrecipients.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3).  EPA at 40 CFR Part 6	All	All	Construction in All area with aquifer that the EPA finds would create public health hazard, if contaminated.	42 U.S.C. 300h-3(e) precludes awards of Federal financial assistance for all projects that the EPA administrator determines may contaminate a sole-source aquifer so as to threaten public health.
Resource Conservation and Recovery Act  42 USC 6901	All	Awards to states or a political subdivision of a state (which for this purpose includes state and local institutions of higher education or hospitals)		
<b>HEALTH &amp; SAFETY GUIDELINES</b>				
Applicable OSHA Standards in Laboratories  29 CFR 1910.1030 Bloodborne Pathogens; 29 CFR 1910.1450, Occupational Exposure to Hazardous Chemicals in Laboratories	All	All	Research involving use of hazardous chemicals or bloodborne pathogens	
Handling and transport of etiologic agents  Procedures for Domestic Handling and Transport of Diagnostic Specimens and Etiologic Agents, 1994 (3rd ed.), H5a3doc.75, National Committee for Clinical Laboratory Standards	All	All	Research involving etiologic agents	
Hotel and Motel Fire Safety Act of 1990 - P.L. 101-39  40 USC 327-333	Conference or meeting support	All	Alterations and Renovations > \$500,000	
Labor Standards under Federally Assisted Construction: Construction Work Hours and Safety Standards Act  40 USC 327-333	All	All	Alterations and Renovations > \$500,000	
Text Messaging While Driving - EO 13513	All	All	When performing work for or on behalf of government	Adopt and enforce policies that ban text messaging while driving.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
Increasing Seat Belt Use in the United States Executive Order 13043, Increasing Seat Belt Use in the United States, dated, April 16, 1997	All	All		In accordance with the Executive Order, "grantees are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles."
<b>NATIONAL SECURITY GUIDELINES</b>				
Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, dated September 23, 2001.	All			
<b>GENERAL/MISCELLANEOUS REQUIREMENTS</b>				
Drug Free Workplace 41 USC 701 et seq. DOE at 10 CFR Part 607	All	All		
Civil False Claims Act 31 USC 2739	All	All	All	
Criminal False Claims Act 18 USC 287 and 1001 31 USC 3801, 45 CFR 79	All	All	All	
Government-wide Debarment and Suspension (Nonprocurement) DOE at 10 CFR 1036	All	All		

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<p>Lobbying Prohibitions 31 USC 1352, stipulates that (1) No Federal appropriated funds have been paid or will be paid, any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit the SF Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.</p> <p>DOE at 10 CFR Part 601</p>	All			Requirements flow down to construction subrecipients.
<p>Metric System</p> <p>15 USC 205 and Executive Order 12770</p>	All	All	All	
<p>Misconduct in Science</p> <p>Policies and responsibilities associated with prevention, detection, and handling of misconduct in science allegations as stipulated in regulations:</p> <p>DOE at 10 CFR Part 733</p> <p>[Federal Register: December 6, 2000 (Volume 65, Number 235)]  [Notices] [Page 76260-76264]</p>	All	All	All	

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<p>National Historic Preservation</p> <p>The recipient agrees to identify to the awarding agency all property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide all the help the awarding agency may need, with respect to the award.</p> <p>16 USC 470f</p>	All	All	All	
<p>Paperwork Reduction Act</p> <p>44 USC 3501</p>	All	All	<p>When data is collected from respondents using a questionnaire or other survey instrument. See, however, M-11-07 dated 12/9/10 entitled, "Facilitating Scientific Research by Streamlining the Paperwork Reduction Act Process."</p> <p><a href="https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2011/m11-07.pdf">https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2011/m11-07.pdf</a></p>	<p>Data collection activities, if any, performed under this project are the responsibility of the recipient, and awarding agency support of the project does not constitute approval of any survey design, questionnaire content, or data collection procedures. The recipient shall not represent to respondents that such data are being collected for or in association with Bonneville without the specific written approval of the Bonneville CO. However, this requirement is not intended to preclude mention of Bonneville support of the project in response to an inquiry or acknowledgment of such support in any publication of these data.</p>
<p>U.S. Flag Air Carriers</p> <p>49 USC 40118 See also General Services Administration amendment to the Federal Travel Regulations, Federal Register (Vol. 63, No. 219, 63417-63421)</p>	All	All	<p>Any air transportation to, from, between, or within a country other than the U.S. of persons or property, the expense of which will be assisted by Federal funding, must be performed by or under a code-sharing arrangement with a U.S.-flag air carrier if service provided by such a carrier is available (see Comp Gen. Decision B-240956, dated September 25, 1991).</p>	

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
Trafficking in Persons By signing or accepting funds under the agreement, the recipient agrees that it will comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as implemented by 2 CFR 175.	All	175.15 (b).a. applies to private entities 175.15(b) l.b. applies to other than private entities if award includes subrecipient award to a private entity 117.15(b)l .c. applies to all recipients		Requirements flow down to subrecipients.
Whistleblower Protection  Awardees are notified of the applicability of 41 U.S.C. § 4712, as amended by P.L. 112-239, providing protection for whistleblowers.	All	All	All	
Use of United States Flag Vessels  46 CFR 381	All	All		
Patents, Trademarks and Copyrights  35 USC 202-204 and 37 CFR 401	All	Awards to non-profits and small businesses		
Privacy Act  5 USC 552a	All	All		
Pro Children Act  20 USC 7183	All	All	All awards performed in facilities where children are served.	
Uniform Relocation Assistance and Real Property Acquisition Policies Act  42 USC 4601 and 49 CFR 24	All	All		
Constitution Day  PL 108-447	All	Educational Institutions		
Copeland Act  40 USC 4135	All	All		
Davis Bacon Act  40 USC 3141 et.seq	All	All		

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
Earthquake Hazards Reduction Act 42 USC 7701 et seq., EO 12699	All	All	Construction awards within applicable geographic areas	
Freedom of Information Act 5 USC 552	All	All		
Hatch Act 5 USC 7321-7328	All	State or Local Governments		
Limited English Proficiency EO 13166	All	All		
Native American Graves Protection and Repatriation 25 USC 3001-3013	All	All		