SOURCE SELECTION PARTICIPATION AGREEMENT

Important! This Agreement concerns a matter within the jurisdiction of a United States Government agency. Individuals who make false, fictitious, or fraudulent statements and/or certifications may be subject to prosecution under 18 U.S.C, §1001.

AGREEMENT

1. This Agreement applies to individuals involved in Solicitation No. W912WJ18R0008: Professional Services for USEPA Superfund GE-Pittsfield/Housatonic River Clean-up Project Pittsfield, MA.

2. This Agreement contains the rules of conduct relating to this acquisition. It includes rules of conduct regarding conflicts of interest as well as rules of conduct regarding the safeguarding of confidential information.

3. Your signature on this Agreement indicates that you have read this Agreement and agree to be bound by its terms.

TERMS

4. I have read, understand and will abide by the requirements of Section 27 of the Office of Federal Procurement Policy Act (41 USC 423) as implemented in the Federal Acquisition Regulation (FAR) §3.104. The Contracting Officer has made a copy of FAR §3.104 available to me.

5. * To the best of my knowledge, neither I, my spouse, my dependent child(ren), nor members of my household:

a. Have any direct or indirect financial interest:

(1) In any firm on the list of potential offerors or which has otherwise expressed an interest in the acquisition (if this certification is made prior to receipt/opening of proposals).

(2) In any of the firms submitting proposals in response to this Solicitation or their proposed team members/subcontractors (if this certification is made subsequent to receipt/opening of proposals).

b. Have any other beneficial interest in such firms except:

None

6. * To the best of my knowledge, no person related to me by blood or marriage or any business associate is employed by or has a direct or indirect financial interest or any other beneficial interest in the firms referenced in paragraph 5.a, above, except:

None

* The listing of interests or activities under paragraphs 5 and 6 above does not mean that the employee cannot participate in the acquisition/source selection process. The effect of the interests/activities will be determined by the Chairperson of the Source Selection Evaluation Board (SSEB), as set out in the Source Selection Evaluation Plan (or the Contracting Officer for acquisitions at his/her level), after consultation with legal counsel.

7. I understand that 41 U.S.C. 423 and provisions of the FAR govern the release of proprietary and source selection information. I will not knowingly disclose any contractor bid or proposal information or source selection information regarding this acquisition directly or indirectly to any person other than a person authorized by the head of the agency or the Contracting Officer to receive such information.

8. I will observe the following rules during the conduct of the acquisition:

a. I will not solicit or accept, directly or indirectly, any promise of future employment or business opportunity from, or engage, directly or indirectly, in any discussion of future employment or business opportunity with, any officer, employee, representative, agent, or consultant of a competing contractor.

b. I will not ask for, demand, exact, solicit, seek, accept, receive, or agree to receive, directly or indirectly, any money, gratuity, or other thing of value from any officer, employee, representative, agent, or consultant of any competing contractor for this acquisition. I will advise my family that the acceptance of a gratuity from those who are engaged in or seek to do business with the Department of Defense may be imputed to me and must therefore be avoided.

c. I will instruct members of my parent or home organization not to divulge my participation in the evaluation and source selection process or my physical location while participating in the evaluation and source selection process to unauthorized persons.

d. I understand that all communications with offerors or their team members/subcontractors concerning this acquisition must be made by/through the Contracting Officer or his or her designee. I will divert all attempted communications by offerors' representatives or any other unauthorized person to the Contracting Officer, and advise the Chairperson of the SSEB and legal counsel.

e. I will not discuss evaluation or source selection matters, including proprietary proposal information, with any unauthorized individuals (including Government personnel), even after the announcement of the successful contractor, unless authorized by proper authority. All discussions of evaluation/source selection matters with other SSEB members shall be conducted solely in those areas designated for deliberations.

9. I realize that my actions in connection with my participation in this source selection are subject to intense scrutiny and I will conduct myself in a way that will not adversely affect the confidence of the public in the source selection process. I will avoid any action, whether or not prohibited, that could result in or create the appearance of my losing independence or impartiality. I will not use my public office for private gain, and I agree not to engage in any personal business or professional activity, or enter into any financial transaction, that involves or appears to involve the direct or indirect use of "inside information" to further a private gain for myself or others.

10. I understand that my obligations under this certification are of a continuing nature, and if anything takes place which would cause a change to any statement, or create a violation of any representation or rule of conduct herein, I will immediately bring such matter to the attention of the Chairperson of the SSEB, or the Contracting Officer.

CERTIFICATION

11. I agree to the Terms of this Agreement and certify that I have read and understand the above Agreement. I further certify that the statements made herein are true and correct.

Dean Taglaferro

Signature

Dean Taglaferro

Name (Printed)

US EPA

Organization

12/10/19

Date

Source Selection Participation Agreement *– Continuation Page*

13th Prohibited Personnel Practice

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

Signature

12/10/19

Date