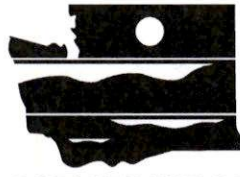


APPROVING AN INTERAGENCY AGREEMENT WITH THE) RESOLUTION NO. 25-016
WASHINGTON DEPARTMENT OF ECOLOGY CONCERNING PROJECT)
ENGINEERING


Lindsey R. Pollock, DVM, Supervisor



DEPARTMENT OF
ECOLOGY
State of Washington

IAA No. _____

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT

THIS INTERAGENCY AGREEMENT (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and the Chehalis River Basin Flood Control Zone District hereinafter referred to as the “FCZD” and “CONTRACTOR,” pursuant to the authority granted by Chapter [39.34](#) of the Revised Code Washington, Interlocal Cooperation Act.

THE PURPOSE OF THIS AGREEMENT is to address Chehalis Basin Strategy (CBS) flood damage reduction within the Chehalis Basin. Through this effort, the FCZD will provide engineering project management, engineering and technical analyses support, and updates relevant to state and federal Environmental Impact Statement (EIS) and associated federal consultation processes for a proposed water retention facility (i.e., flow-through dam or Flood Retention Expandable [FRE]) and improvements to a levee around the Chehalis-Centralia Airport.

WHEREAS, ECOLOGY has legal authority (RCW [43.21A.730](#)) and FCZD ([86.15](#)) has legal authority that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. SCOPE OF WORK

FCZD shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work and Budget*, attached hereto and incorporated herein.

2. PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **July 1, 2025**, and be completed by **June 30, 2027**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3. COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

The source of funds for this IAA is **Washington State Capital Building Construction Account**. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed three million, seventy-five thousand dollars (\$3,075,000), including any indirect charges (see Appendix A Indirect Rate clause regarding acceptable Indirect Rate expenses). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work and Budget*. ECOLOGY will not make payment until it has reviewed and accepted the work.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the FCZD for services rendered, if FCZD fails to satisfactorily comply with any term or condition of this Agreement.

4. EXPENSES

FCZD and sub-contractors may receive reimbursement for travel and other related travel expenses as authorized in advance by ECOLOGY as reimbursable. Such expenses may include: airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Compensation for travel expenses shall be at the state travel reimbursement rates at the time of travel. If expenses are invoiced, provide a breakdown of the expenses in the invoice. CONTRACTOR shall follow Office of Financial Management and ECOLOGY's travel reimbursement guidance.

5. BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Attach supporting documentation to the invoice.

Send invoices to:

State of Washington
Department of Ecology
Office of Chehalis Basin
Attn: Patricia Brommer
patricia.brommer@ecy.wa.gov

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Payment requests may be submitted monthly but at least on a Quarterly basis. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, FCZD must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

6. ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

7. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

8. ASSURANCES

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

9. CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

10. DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

11. FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect

to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the FCZD through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the FCZD. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

12. GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

13. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

14. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number _____.
- d. Appendix A, *Statement of Work and Budget*.
- e. *Appendix B, Special Terms and Conditions*.

15. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

16. RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

17. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

18. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

19. SUBCONTRACTORS

FCZD agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. If federal funding is involved there will be additional FCZD and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Identify whether subcontractor is certified with OMWBE, WA Veterans, or is a WA small business. Provide such information to ECOLOGY's Agreement manager.

20. SUSPENSION FOR CONVENIENCE

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the FCZD a minimum of seven (7) calendar days before the suspension date. FCZD shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

21. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

22. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for

performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

23. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

24. AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:

Name: Patricia Brommer
OCB Fiscal Manager
Address: PO Box 47600
Olympia, WA 98506-7600
Phone: 564-233-5687
Email: patricia.brommer@ecy.wa.gov

The FCZD Representative is:

Name: Eric Eisenberg
Deputy District Administrator
Address: 351 NW North St.
Chehalis, WA 98532
Phone: 704-562-8973
Email: Eric.Eisenberg@lewiscountywa.gov

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25. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

**State of Washington
Department of Ecology**

Chehalis Basin Flood Control Zone District

By:

By:

Signature Date

Signature Date

Heather R. Bartlett

Ryan Barrett

Print Name

Print Name

Deputy Director

District Administrator

Title

Title

APPENDIX A

STATEMENT OF WORK AND BUDGET

Introduction

FCZD FRE (Flood Retention Expandable) Engineering Analysis project was approved by the Chehalis Basin Board (CBB) on 10/1/2023 and administered by Recreation and Conservation Office through PRISM agreement #23-1811. By cooperative agreement, the Office of Chehalis Basin (OCB) is transferring this project to ECOLOGY for ongoing administration and fiscal management.

Additionally, for the 2025-27 biennium the project addresses Chehalis Basin Strategy (CBS) flood damage reduction within the Chehalis Basin by providing engineering project management, engineering and technical analyses support, and updates relevant to state and federal Environmental Impact Statement (EIS) and associated federal consultation processes for a proposed water retention facility (i.e., flow-through dam or Flood Retention Expandable [FRE]) and improvements to a levee around the Chehalis-Centralia Airport.

Task 1: Transfer RCO Agreement #23-1794

Based on cooperative agreement between ECOLOGY and Washington State's Recreation and Conservation Office (RCO), Office of Chehalis Basin (OCB) is transferring Chehalis Basin Strategy (CBS) agreements to ECOLOGY. FCZD will continue project management and work on updates relevant to state and federal Environmental Impact Statement (EIS) and associated federal consultation processes for a proposed water retention structure (i.e., dam or Flood Retention Expandable [FRE]) and improvement to a levee around the Chehalis-Centralia airport as detailed in the Scope of Work initiated in the Recreation and Conservation Office (RCO) funding agreement #23-1811.

Deliverables

Provide ECOLOGY email confirmation that RCO funding agreement #23-1811 is complete and all remaining required documentation is uploaded to RCO's data management system (PRISM) for RCO's project close-out prior to December 31, 2025.

Due Date: Prior to December 31, 2025

Task 2: FRE Environmental Impact Statement Processes Support

Task Description: This Task supports the ongoing Endangered Species Act (ESA) consultation and development of Environmental Impact Statements (EIS) for proposed water retention structure(s) and improvements to the levee around the Chehalis-Centralia airport.

FCZD will review federal agency Draft Environmental Impact Statement (DEIS) processes and provide comments and feedback to support clarification from State Environmental Protection Act (SEPA) and National Environmental Protection Act (NEPA) agencies prior to the publication of the Final SEPA & NEPA EISs.

As necessary to support SEPA and NEPA processes, FCZD will provide updated advanced analyses and design.

FCZD will provide additional information to Chehalis Basin partners during DEIS public comment periods.

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Expected outcome for this Task is:

- Updated Chehalis Basin modeling that supports final NEPA EISs for proposed water retention structures.

Deliverables

Provide ECOLOGY:

- Summary report that supports modeling, analysis, and engineering refinements.
- Technical memoranda concerning updated modeling in support of the NEPA processes.
- Responses prompted by the draft SEPA EIS or public comments thereon, to be completed within one month of ECOLOGY's release of public comments.
- Reports or technical memoranda describing new locations, designs, or analysis, if any, resulting from interaction with SEPA and NEPA reviewing agencies.

Task 3: FRE Endangered Species Act (ESA) and Section 106 Consultation, Reviews, and Engagement

Task Description: This task supports the ongoing Endangered Species Act (ESA) and National Historic Preservation Act consultation work for the proposed water retention structures and improvements to the levee around the Chehalis-Centralia airport.

For this effort, National Marine Fisheries Service (NMFS) has requested completion of Computational Fluid Dynamics (CFD) modeling to validate volitional fish passage designs. Additionally, NMFS, Washington Department of Fish and Wildlife (WDFW), and United States Fish and Wildlife Service (USFWS) have requested more detailed operational information for the proposed Trap and Haul facility, including specific release procedures in the temporary reservoir pool. These modeling efforts and design refinements are required to support the ESA consultation and to provide critical technical data for the Biological Assessment.

Expected outcome for this Task is:

- Continue ESA and Section 106 consultation and update the Biological Assessment (BA).

FCZD will provide fish passage design advancement for continued Endangered Species Act (ESA) consultation process. Following is expected from this consultation process:

- Additional detail on Trap and Haul Operations sufficient to substantiate a biological assessment and equip the federal services to issue a biological opinion.
- Ongoing communication with the National Marine Fisheries Service (NMFS) or similar regulatory entity concerning fish passage design during normal (flow-through) operations.
- Computational Fluid Dynamics (CFD) modeling to improve validation of fish passage options, as required by the Army Corps of Engineers.
 - These modeling efforts and design refinements are required to support the ESA consultation and to provide critical technical data for the Biological Assessment.
- Fish passage engineering and design advancement encapsulating the above.

FCZD will provide ongoing operational design advancement throughout ESA consultation. This work includes operational capabilities that support non-flood benefits or avoid and minimize impacts beyond the current active analysis, and is predicated on the modeling work described immediately below. Modeling work includes refinement of operational strategies to support non-flood benefits and

avoid and minimize impacts. Modeling work will address storage and release rule adjustments, flow trigger thresholds, and responses to questions from NMFS and other Federal Services.

FCZD will perform modeling work to help answer questions from the US Army Corps of Engineers and federal service agencies regarding facility operations and impacts. This coordination activity will include:

- Hydraulic, hydrologic, and simulated reservoir modeling changes to water storage and release rules and operation initiation flow triggers, including projections for future conditions, to refine analysis of the project's environmental impacts.
- Information communicated to state and federal agencies to support the EIS processes.

FCZD will refine the initial design of the horizontal footprint and location of the debris management area used to collect and relocate large woody debris during potential reservoir operation.

Currently, the location and size are based on feasibility-level analyses developed for the Programmatic EIS and refinement is expected with minor updates for the SEPA/NEPA EISs. Following are expected outcomes for debris management design refinements:

- Refine the debris management area access plan based on the location and footprint, and considering accessible roads to the designed reservoir pool.
- Refine the debris management area based on refinements to the estimated volume of large wood debris deposits, and as part of the revised mitigation plan.
- Analyze feasibility of alternate debris storage elevations.

FCZD will analyze water supply needs for construction and assess impacts on instream flow during summer low flows. FCZD will identify and evaluate alternatives to reduce aquatic species risk and construction schedule constraints.

FCZD will provide and facilitate engineering support for federal Section 106. Engineering support will include::

- Technical documentation for federal agency coordination, plus additional archeological support, as needed.
- Coordination of diagrams, maps, and updated materials in response to Section 106 agency and Tribal comments.

FCZD will support the continued coordination with the Tribes through the Section 106 process. This includes support for figures, analyses, and other communication outreach, as well as completion of a Traditional Cultural Property (TCP) report.

DELIVERABLES

Provide ECOLOGY:

- Revised Biological Assessment.
- Technical memos or reports concerning additional refinements to Trap and Haul facility design, temporary release practices, and/or fish passage design supporting the federal Services' analysis of the Biological Assessment.
- Technical memos or reports concerning the refinement of facility operations (or modeling in support of that refinement) to reduce impacts, incorporating future flow conditions.
- Debris management area refinements.
- Summary of construction water supply alternatives and their potential impacts to aquatic species or other environmental impacts.

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- Regular updates concerning federal Section 106 support.
- Final TCP Report.

Task 5: Support Chehalis Basin Partners

Task Description: This task supports coordination with Chehalis Basin partners for the proposed water retention structure(s) and improvements to the levee around the Chehalis-Centralia airport, including analysis useful to the Chehalis Basin Board in selecting a comprehensive, basin-wide strategy.

Expected outcome for this Task:

- Continued community outreach, communication, and informed officials, Chehalis Basin Board, and community members.

FCZD will provide continued communication support to Chehalis Basin partners and community, which includes but is not limited to:

- Content for website or other public display
- Chehalis Basin Board updates and presentations
- Outreach and communication with community members and elected officials
- Update presentations at monthly Section 106 meetings
- Participation in OCB technical workgroups
- Response to OCB or other stakeholders' requests for technical information or analyses related to OCB comprehensive strategy adoption

FCZD will assess and identify FRE alternative ownership and ongoing management structures to illustrate how the project might proceed if it were selected in a comprehensive, basin-wide strategy.

Task Deliverables

Provide ECOLOGY:

- Presentation materials or other support materials
- Links to web presence
- Documentation for outreach and communication with community members
- Ownership and management structure alternative analysis.

Budget:

For indirect costs, FCZD, and its subcontractors, may charge up to 30% of approved salaries and benefits, or a federally approved rate on approved salaries and benefits. If using a federally approved rate, FCZD and subcontractors will provide documentation to ECOLOGY for review.

Task	Description	Amount
1	Transfer RCO Agreement #23-1811	\$400,000
2	FRE Environmental Impact Statement Processes and Support	\$500,000
3	FRE Endangered Species Act Consultation Reviews and Engagement	\$1,925,000
4	Support Chehalis Basin Partners	\$250,000
	Total Project Cost	\$3,075,000

APPENDIX B
SPECIAL TERMS AND CONDITIONS

- 1) Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion
- a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
 - b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 - c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
 - d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
 - g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
 - h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in [The System for Award Management](#) and print a copy of completed searches to document proof of compliance.
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