

REQUEST FOR PROPOSALS

Watching Our Watersheds Regional Trash Monitoring Project

(a project of the Bay Area Municipal Stormwater Collaborative)

Date Released: August 31, 2023

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor, Redwood City, CA 94063

Closing Date/Time for Requests for Clarifications: 5:00 P.M., September 14, 2023

Proposals are due prior to 5:00 P.M., October 5, 2023

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I. INTRODUCTION

The City/County Association of Governments of San Mateo County (C/CAG), a Joint Powers Agency comprised of each of the 20 cities and the County in San Mateo County, invites firms to submit a proposal to develop the *Watching Our Watersheds Regional Trash Monitoring Project* (WOW). The WOW is a collaborative project among the following partnering countywide stormwater programs of the Bay Area Municipal Stormwater Collaborative (BAMS Collaborative): Alameda Countywide Clean Water Program (ACCWP), Contra Costa Clean Water Program (CCCWP), San Mateo Countywide Water Pollution Prevention Program (SMCWPPP), Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP), and the Solano Stormwater Alliance (SSA). As detailed in the Scope of Work included as Appendix A to this RFP, the WOW project will be led by and implemented in partnership with the participating countywide stormwater programs and representatives of the respective municipal co-permittees subject to the National Pollutant Discharge Elimination System Municipal Regional Stormwater Permit (“MRP 3.0” Order No. R2-2022-0018). As the grantee of the San Francisco Bay Water Quality Improvement Fund grant program administered by the US Environmental Protection Agency under its Fiscal Year 2023-24 grant program cycle, C/CAG will be the lead administrator of the WOW project and will be the contracting agency with the selected consultant(s). A Project Management Team, consisting of representatives of the participating BAMS Collaborative programs and permittees, will provide general project oversight and guidance on project deliverables.

Over the last decade, San Francisco Bay Area cities, counties, and flood control agencies have invested significant public resources to implement source controls and stormwater infrastructure improvement/upgrades to reduce the amount of trash and litter discharged from storm drain systems to local creeks, the San Francisco Bay, and the Pacific Ocean. Additionally, local public agencies have invested significant resources in developing and implementing trash assessment and control measure tracking programs to demonstrate that regulatory trash reduction benchmarks have been achieved. However, the tracking and assessment methods used by Bay Area cities and counties to demonstrate that their actions have resulted in positive environmental outcomes have been constrained to indirect measurements, including mapping trash reduction measures and collecting trash assessment data on streets, sidewalks, and parking lots to estimate improvements in trash generation. The tasks proposed under the WOW project will result in new monitoring protocols and networks that directly measure the levels of trash in stormwater discharges and in receiving waters. Additionally, the project will enhance regional partnerships between Bay Area municipalities and transportation agencies via the implementation of a regional anti-littering outreach campaign and expand engagement with environmental organizations via the characterization and analysis of trash monitoring data that will inform future trash source control implementation. Lastly, the project will disseminate the data-driven outcomes and conclusions with Bay Area stakeholders about effective trash controls and monitoring results. This 5.5-year grant-funded project will help maximize limited resources available to Bay Area municipalities in support of achieving the challenging trash load reduction requirements of the MRP and inform the future of trash monitoring and control measures for future work in the Bay Area, throughout California and beyond.

Proposals submitted in response to this Request for Proposal (RFP) will be used as a basis for

selecting the Consultant(s) for this project. The proposals will be evaluated and ranked according to the criteria provided in Section V, “Proposal Evaluation,” of this RFP.

The RFP documents for this project are available for download on the C/CAG website at <https://ccag.ca.gov/opportunities/rfpsrfqs/>. Proposers are responsible for checking the website for any Addenda to this RFP. Responses should be submitted in accordance with the instructions set forth in the RFP.

Interested firms must submit their Proposal by **5:00 PM on October 5, 2023**, in accordance with the instructions contained in the RFP. Other key RFP dates are listed below under “Tentative Schedule”.

C/CAG Point of Contact:
Reid Bogert, Stormwater Program Director
555 County Center, 5th Floor
Redwood City, CA 94063
Phone: 650-863-2126
E-mail: rbogert@smcgov.org

Proposals received after the time and date specified above will be deemed nonresponsive to the requirements of the RFP and will not be considered. The date and time of receipt of proposals will be recorded from the email timestamp on submissions. C/CAG is not responsible for submissions delayed for any reason.

Tentative Schedule

Date	Description
August 31, 2023	Issue RFP
September 14, 2023	Closing Date/Time for Requests for Clarifications
October 5, 2023	Response to RFP Due
October 16, 2023	Tentative Consultant interviews
November 9, 2023	C/CAG Board approval
Mid-November, 2023	Notice to Proceed and Project Kick-off
June 30, 2028	Project completion

Any questions related to this RFP shall be submitted in writing to the attention of Reid Bogert via email at rbogert@smcgov.org. Questions shall be submitted before 5:00 PM on September 14, 2023.

Period of Performance and Budget

The WOW project is being funded through a San Francisco Bay Area Water Quality Improvement Fund (SFBWQIF), administered by Region 9 of the US Environmental Protection Agency (US EPA). This will be an approximately 5.5-year project commencing in fall 2023 with an estimated completion date of March 2028. All grant funds must be expended and all deliverables completed by June 30, 2028, per the requirements of the SFBWQIF grant agreement with C/CAG. Pursuant to the funding agreement with the US EPA and C/CAG, requiring a 50% 1-1 local match contribution, and as detailed in Section II “Project Description and Background” below and further documented in the Scope of Work in Appendix A of this RFP, the WOW project will be funded in equal parts by the SFBWQIF grant (\$3,366,000 in grant funds) and by the in-kind contributions of the five participating countywide stormwater programs represented by the BAMS Collaborative listed above (totaling \$3,366,000 over the project term). The total project budget is \$6,720,000 including grant funds and in-kind match from the partnering countywide stormwater programs. In accordance with the [US EPA Assistance Grant Program General Terms and Conditions](#), all federal requirements shall apply to this procurement and implementation of the WOW project (specifically the requirements in Title 2 Code of Federal Regulations, Part 200 and Part 1500; and Title 40 Code of Federal Regulations Part 33). The Consultant is required to follow all pertinent local, state, and federal laws and regulations.

II. PROJECT DESCRIPTION AND BACKGROUND

C/CAG’s Stormwater Program (the San Mateo Countywide Water Pollution Prevention Program or the San Mateo Countywide Program) and the partnering countywide stormwater programs (Partners) have developed the proposed WOW project to support cost-effective stormwater monitoring for trash load reduction effectiveness assessment during the current permit term of the Municipal Regional Stormwater Permit (described in Provision C.8.e. of “MRP 3.0”), advance trash monitoring methodologies, increase the understanding of the appropriate level of certainty behind existing assessment methods, broaden community partnerships and public engagement on the importance of litter reduction, and provide a regional forum for information sharing and scientific knowledge around the impacts of trash and the effectiveness and relative benefits of different management actions and strategies at the local, regional, state and national scale. Specifically, the WOW project is intended to achieve three primary goals:

1. Inform the effective implementation of **Stormwater Trash Controls and the application of On-land Visual Trash Assessment (OVTA) Methods** to demonstrate improvements in stormwater quality by:
 - o Collecting data and compiling information on the effectiveness of local source control ordinances to reduce the generation of trash that ends up in stormwater and receiving waters;
 - o Developing and implementing a regional litter reduction public education and outreach plan using materials developed by the Caltrans Clean California Initiative (CCI); and

- Identifying the extent of OVTA data needed to effectively demonstrate (with an acceptable level of statistical confidence) that stormwater trash reduction goals have been achieved in a catchment area.
- 2. Develop and implement a **Stormwater and Receiving Water Trash Monitoring Network** to test and refine methods to collect and interpret trash monitoring data and:
 - Verify that stormwater trash control measures have achieved mandated trash reduction goals;
 - Engage communities and stakeholders to evaluate trash reduction effectiveness alongside stormwater managers; and
 - Understand whether trash discharged from stormwater (or other trash pathways) is impacting local waterways.
- 3. Synthesize and **Disseminate Information and Knowledge** about best practices to reduce and prevent trash from entering the SF Bay to Project Partners, the public, and stakeholders by:
 - Developing a *Trash Monitoring Methods Guidance Document* with new information on tested stormwater outfall and receiving water monitoring methods;
 - Launching a web-based *Stormwater Trash Information Portal* with relevant information on effective stormwater trash control measures and trash monitoring and assessment methods; and
 - Conducting a *Trash Symposium* to present Project findings including lessons learned on stormwater trash control measure and monitoring program implementation.

C/CAG seeks to retain a consultant or team of consultants (Consultant) to assist with developing all relevant parts of the project, as described in more detail in the Scope of Work (Appendix A of this RFP). A single firm may submit a comprehensive proposal for all desired tasks; however, firms are encouraged to form a team to provide the breadth of services detailed in the Scope of Work. As detailed in the Scope of Work and Project Schedule and breakdown of Project costs (Appendices A and B), the project Partners, including C/CAG, plan to leverage planned efforts within each countywide stormwater program related to outfall trash monitoring over the course of the project to provide the required local match commitments. Each program has committed to its agreed upon proportionate in-kind match contributions via a letter of commitment approved by each program management committee and signed by the respective countywide stormwater program managers. The following table summarizes the local in-kind match commitments made by the Partners:

	Watching Our Watersheds Project Partnering Countywide Programs					Total
	Alameda County Clean Water Program	Contra Costa Clean Water Program	San Mateo Countywide Water Pollution Prevention Program	Santa Clara Valley Urban Runoff Pollution Prevention Program	Solano Stormwater Alliance	
Program In-kind Contributions	\$854,950	\$649,950	\$651,450	\$854,950	\$354,700	\$3,366,000

Percentage of Partnering In-kind Contributions	25.4%	19.4%	25.4%	19.3%	10.5%	100.0%
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In accordance with the MRP timeline for trash outfall monitoring, the Partners have developed a Regional Trash Monitoring Plan for submittal to the San Francisco Bay Regional Water Quality Control Board (Regional Water Board) by July 31, 2023, subject to the approval of the Executive Officer of the Regional Water Board and will plan to begin implementing the trash outfall monitoring by the beginning of Water Year 2024 (October 1, 2023). It is expected that the selected Consultant will provide overall project delivery for the grant-funded portions of the WOW project, as well as project oversight and administration, including leading all federal grant reporting/auditing requirements and coordinating and documenting invoicing and in-kind match contributions (see [EPA Assistance Grant Program General Terms and Conditions](#) and [EPA Region 9 Grants Handbook](#)).

III. MINIMUM QUALIFICATIONS OF PERSONNEL

Proposals must demonstrate that the firm or team submitting the proposal (Proposer) meets the following Minimum Qualifications to be eligible for consideration for this project.

1. Proposer must demonstrate to C/CAG's satisfaction that the firm, a subcontractor, or a key staff member from either the firm submitting a proposal or a subcontractor who shall be assigned to this project have successfully competed at least three (3) projects in the past ten (10) years related to NPDES Stormwater Permit monitoring requirements specific to trash Best Management Practices (BMP) effectiveness, on-land trash condition assessment, and receiving water monitoring.
2. Proposers must also at minimum demonstrate experience with managing and implementing large-scale federally-funded grant projects and successfully ensuring compliance with all applicable local, state, federal requirements for such federal assistance programs.

IV. PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

General Conditions:

- Neither submission of a proposal nor C/CAG's receipt of proposal materials confers any right to the proposer nor any obligation on C/CAG. This RFP does not commit C/CAG to award a contract, nor will C/CAG defray any costs incurred in preparing proposals or participating in any presentations or negotiations.
- C/CAG accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions in response to the RFP will become the property of C/CAG and may be used by C/CAG in any way deemed appropriate.

- Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
- C/CAG reserves the right to accept or reject any or all proposals received as a result of this request, waive minor irregularities, request additional information, negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of C/CAG to do so.
- Any contract resulting from this RFP will be awarded to the responsible offeror whose proposal is most advantageous to C/CAG, with price and other factors considered.
- The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not have any force or effect until it is approved and fully executed by C/CAG.
- If the selected Proposer fails to enter into a contract with C/CAG in a timely manner as determined by C/CAG, C/CAG reserves the right to reject the proposal and enter into a contract with the next highest scoring Proposer.
- The work performed pursuant to any resulting contract shall comply with the requirements of all federal, state and local laws without limitation, and such laws shall apply to this RFP and any subsequent contract as though incorporated herein by reference.
- The Consultant shall comply with all insurance requirements of C/CAG, included in the sample agreement in Appendix D, "Sample Agreement Template."

Public Record:

- All proposals, protests, and information submitted in response to this solicitation will become the property of C/CAG and will be considered public records. As such, they may be subject to public review.
- Any contract arising from this RFP will be a public record.
- Submission of any materials in response to this RFP constitutes:
 - Consent to C/CAG's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
 - Waiver of all claims against C/CAG and/or its officers, agents, or employees that C/CAG has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
 - Agreement to indemnify and hold harmless C/CAG for release of such information under the Public Records Act; and
 - Acknowledgement that C/CAG will not assert any privileges that may exist on behalf of the person or entity submitting the materials.
- C/CAG is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- If submitting information protected from disclosure as a trade secret or any other basis justifiable under the Public Records Act, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, C/CAG will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.

- Failure to seek a court order protecting information from disclosure within ten days of C/CAG's notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold C/CAG harmless for release of such information.
- Requests to treat an entire proposal as confidential will be rejected and deemed agreement to C/CAG disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.
- Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to C/CAG, marked as confidential, and compliant with Government Code Section 6254.7.

Proposal Submittal Requirements:

Proposers must submit one (1) electronic copy of the proposal by no later than 5:00 P.M. on October 5, 2023 via email to rbogert@smcgov.org. The proposals must be submitted in PDF format. Each page shall be 8.5" x 11" or 11" x 17" and all body text, including any supplemental materials, shall be 12-point font. Each page shall be sequentially numbered and a table of contents shall be provided.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request to Reid Bogert at rbogert@smcgov.org. To be considered, however, any modified Proposal must be received prior to 5:00 P.M., October 5, 2023.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

Proposal Format:

1) Transmittal Letter

A brief statement (no longer than one (1) page) of the Consultant's understanding of and interest in the project, including a brief description of the roles of the Consultant and subcontractors, if any, that will be utilized for the requested services. Include a statement as to the Consultant's ability to complete the proposed tasks in the referenced timeframes and ability to commence work immediately upon issuance of a Notice to Proceed. The person authorized to negotiate a contract with C/CAG shall sign the cover letter. Address the transmittal letter and the proposal as follows:

Re: Watching Our Watersheds Regional Trash Monitoring Project
Attn: Reid Bogert, Stormwater Program Director
City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063

The letter shall be on Consultant letterhead and include the name, title, address, phone number, and email address of the individual whom correspondence and other contacts should be directed during the selection process. Indicate whether there are any conflicts of interest,

and describe the plan for mitigating such conflicts. Acknowledge the receipt of this RFP and any Addendum to the RFP. Indicate that the proposal is a firm offer to enter into a contract to perform work related to this RFP for a period of 120 days from the due date for proposals.

2) Title Page

Proposals must include a title page that includes the RFP subject, the name of the Proposer's firm, local address, telephone number, name of contact person, contact Person's email address, and the date.

3) Table of Contents

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

4) Executive Summary and Project Approach

Provide a brief summary (no more than two (2) pages) of the qualifications and benefits of selecting the Proposer to perform requested services. This section should clearly convey the Proposer's understanding of the project scope, the general approach to be taken, and identify any specific considerations regarding how the project will be performed.

5) Work Plan

This section should present a work plan (no more than twenty (20) pages) for the tasks described in the Scope of Work (Appendix A). The proposed work plan should:

- a) Discuss how the Proposer will conduct the identified tasks, identify deliverables, and propose a schedule. The proposal should discuss the tasks in sufficient detail to demonstrate a clear understanding of the project and component tasks and sub-tasks. The proposal may include additional and/or alternative tasks or sub-tasks the Proposer believes necessary to accomplish the project goals. The schedule should show the expected sequence of tasks, subtasks, and milestones.
- b) Provide a staffing plan for each task. Provide an organizational chart that shows roles and responsibilities of key personnel and reporting structure, including reporting and communication relationships between C/CAG, EPA Region 9 grant staff, the project Partners, Consultant staff, and subcontractors, if any. The submittal shall designate a project manager who will provide a single point of contact for the management and coordination of all aspects of the work, including grant administration and management. The project manager shall be responsible for coordinating and tracking all deliverables, communicating with the C/CAG project manager and Project Management Team, and handling all invoicing, including invoice coordination, documentation and reporting for grant administration. Identify the task leads and backup individuals. All staff shall be clearly identified with their roles defined as well as their proposed work location during the project.
- c) Describe approach to managing resources and maintaining quality results. Include a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised to maintain quality results.

- d) Identify and explain any problem areas and/or potential obstacles (such as maintaining schedule, budget overruns, feasibility, Partner and stakeholder coordination, grant administration, etc.) to successful completion of the Scope of Work. Discuss methods, formal and informal, that you will use to track and resolve these problems/obstacles during the project.

6) Schedule of Work

Provide a detailed schedule (no page limit) for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall align with the anticipated project kick-off date in mid-November and the project completion date of March 31, 2028 to comply with the related water quality monitoring and reporting compliance timeline in Provision C.8.e of the MRP.

7) Cost Proposal

Proposers shall provide a detailed cost proposal (no page limit) for the Project using the Cost Proposal Template (Appendix C) , with best estimate cost breakdowns by fiscal year and at the task and sub-task level. The cost estimate shall include personnel classifications, hourly rates, overhead rates, and any other cost items necessary to perform each of the tasks/sub-tasks listed in the Scope of Work. The cost proposal shall include a breakdown of the grant funded tasks and sub-tasks of the WOW project as well as the planned in-kind match funded tasks and sub-tasks of the project to be provided by the Partners. A total cost shall then be summarized and presented for the grant funded and in-kind portions of the project as well as a total project budget. Describe the cost control and budgeting methodology for this project. Rates shall include all qualifying direct costs (consistent with the provisions of US EPA Grant Agreement for the WOW project and relevant sections of the Code of Federal Regulations applicable to the EPA Assistance Grant Program, included as Appendix B). Fully loaded hourly rate means an hourly rate that includes all applicable surcharges such as taxes, insurance and fringe benefits as well as any allowable indirect costs, overhead and profit allowance, and ordinary materials and supplies, consistent with all applicable federal statutes and regulations specific to this grant funded project. Rates indicated shall be firm for the initial contract term and any annual rate escalation shall not exceed 3%. C/CAG reserves the right to negotiate with or to decline to enter into contracts with a Proposer's whose rates are unreasonable at C/CAG's sole discretion.

8) Supplemental Materials

As an appendix, Proposals shall include the following as documentation (no more than forty-five (45) pages) of relevant Consultant firm information, qualifications and experience:

a) Qualifications

Identify the qualifications of staff assigned to perform the work, whose expertise or experience addresses each of the specified needs. Identify the personnel, including subcontractor personnel. Proposers shall include a statement regarding familiarity with implementing and administering federal grant funded projects as they relate to the WOW project proposal. Statement shall include documentation of experience complying with relevant federal statutes and regulations, including, but not limited to, Federal Financial

Reporting, DBE Reporting and Annual Auditing requirements.

Provide resumes for all key team members. Resumes shall show relevant experience for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project and relevant grant management experience, and ideally should be committed to stay with the project for its duration.

b) Project Examples

Consultants shall demonstrate that they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3), but no more than five (5), projects completed within the past ten (10) year, with the following information:

- Contracting agency
- Contracting agency Project Manager
- Contracting agency contact information
- Contract amount
- Funding source
- Date of contract
- Date of completion
- Consultant Project Manager and contact information
- Project Objective
- Project Description
- Project Outcome

c) Work Samples

Provide one (1) sample of a written technical report or memo and one (1) sample of material developed for a similar study effort. The samples must have been prepared by key members of the Proposer's team and should identify the authors. The samples will be considered in evaluating firm and staff expertise and experience, and written presentation effectiveness.

d) References

Provide three (3) to five (5) references (no more than five (5) including references for subcontractors) and their contact information. References must be from a project no longer than ten (10) years prior to the date of the issuance of this RFP and must be currently accessible via the contact information provided to be considered.

9) **Additional Proposal Requirements**

As an appendix, Proposals shall include the following documentation (no more than ten (10) pages) related to Conflicts of Interest, Contract Management and Federal-Aid Provisions, Insurance Provisions, and Tax Payer Identification and Certification:

a) Conflict of Interest Requirements

Proposals shall include a Conflict of Interest Statement disclosing any financial, business or other relationship with the C/CAG that may have an impact upon the outcome of the contract. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract.

The Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task, the Consultant must immediately notify the C/CAG Project Manager regarding the conflict(s) of interest. The C/CAG Project Manager may terminate the contract involving the conflict of interest and C/CAG may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify C/CAG Project Manager may be grounds for termination of the contract for default pursuant to Section 8, Termination, of the Contract Agreement Template, provided as Appendix D to this RFP.

b) Litigation

Indicate if the proposing Consultant is or was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

c) Contract Agreement

Indicate if the proposing Consultant requests any exceptions from the standard Contract Agreement included as Appendix D, Sample Agreement Template.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for one-hundred twenty (120) days following the date proposal submittals are due.

d) Basic Federal-Aid Provisions

The proposing Consultant's services are federally funded, and therefore are subject to additional requirements. In addition to demonstrating similar experience implementing and managing federal grant funded projects in the "Supplemental Materials" section above, Proposals shall include a statement regarding the Consultant's, and/or subconsultant's, abilities to comply with all relevant federal statutes and regulations related to the WOW project, including but not limited to engaging in good faith efforts related to the DBE procurement goals pursuant to 40 CFR Section 33.301, specifically steps a) through c), as well as all Administrative and Programmatic Conditions specified in the US EPA Grant Agreement for the WOW project (Appendix B), as they pertain to the services specified in the Scope of Work (Appendix A).

e) Insurance Provisions

Submit a signed acknowledgement, for Proposer only, that the Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in Appendix D, Sample Agreement Template, Section 11, Insurance, within ten (10) days of C/CAG's notice to firm that it is the successful Proposer.

- f) Taxpayer Identification Number and Certification
Submit a W-9, Request for Taxpayer Identification Number and Certification for Proposer only (containing original signature), available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

V. PROPOSAL EVALUATION

A. Evaluation Process

All proposals will be evaluated by a Selection Committee (Committee), comprised of C/CAG staff and members of the partnering countywide stormwater programs (Partners) of the WOW project. An initial assessment will be made to ensure that the submittal is responsive to the RFP requirements. An incomplete submittal will be deemed non-responsive and disqualified at C/CAG staff's discretion. The Committee will then assess the quality of each submittal based on the evaluation criteria below, and will rank the Proposals. All communication during the evaluation phase shall be through the C/CAG Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The selection process may include oral interviews. If oral interviews are necessary, the consultant will be notified of the time and place of oral interviews and whether any additional information may be required to be submitted. The evaluation criteria for the oral interviews, should they occur, are also included below.

B. Evaluation Criteria

Proposals will be evaluated according to each evaluation criterion and scored on a zero to five point rating. The scores for all the evaluation criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any proposal is five hundred (500) points.

		Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification.

4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Organization of Proposal	5
2	Staff and Firm Qualifications	20
3	Understanding of Project Scope of Work	10
4	Proposed Project Approach	10
5	Cost Effectiveness	30
6	References	5
7	Conflict of Interest Statement	Pass/Fail
	Subtotal:	80

No.	Interview Evaluation Criteria	Weight
8	Presentation by team	10
9	Q&A Response to panel questions	10
	Subtotal:	20
	Total:	100

APPENDIX A – WATCHING OUR WATERSHEDS REGIONAL TRASH MONITORING PROJECT SCOPE OF WORK

Watching Our Watersheds Regional Trash Monitoring Project Scope of Work

General

Over the last decade, public agencies in the Bay Area have invested significant resources in developing and implementing trash assessment and control measure tracking programs to meet the requirements under the stormwater permit for trash reduction. However, the tracking and assessment methods to demonstrate that their actions have resulted in positive environmental outcomes have been constrained to indirect measurements, including mapping trash reduction measures and collecting trash assessment data on streets, sidewalks, and parking lots to estimate improvements in trash generation. The tasks proposed under the Watching Our Watersheds (WOW) project will result in new monitoring protocols and networks that directly measure the levels of trash in stormwater discharges and in receiving waters. Additionally, the project will enhance regional partnerships between Bay Area municipalities and transportation agencies via the implementation of a regional anti-littering outreach campaign and expand engagement with environmental organizations via the characterization and analysis of trash monitoring data that will inform future trash source control implementation. Lastly, the project will disseminate the data-driven outcomes and conclusions with Bay Area stakeholders about effective trash controls and monitoring results. The 5.5-year grant-funded project will provide important data to the San Francisco Bay Regional Water Quality Control Board (Regional Water Board) and USEPA to better evaluate trash levels in stormwater discharges and determine whether mandated trash load reduction goals have been achieved.

Task 1 Stormwater Trash Controls

Through the three subtasks defined under Task 1. Stormwater Trash Controls, C/CAG and its Project Partners will provide invaluable information to inform actions to reduce the generation of trash (1a), reduce littering behaviors (1b), and measure trash reductions in our watersheds (1c).

1.a. Single-use Plastics Source Control Ordinance Effectiveness Evaluations

To inform the planned expansion of enhanced local source control ordinances in San Mateo County, C/CAG recently conducted Phase I of a two-phase trash characterization project. Phase I developed a baseline to compare against once expanded ordinances are fully implemented. Through this subtask, Trash Characterization Study - Phase II will be conducted in San Mateo County to identify the environmental outcomes of implementing expanded source control ordinances that address high priority litter-prone items (i.e., single-use plastic foodware) beyond plastic grocery bags and polystyrene food ware. As part of this subtask, the Project Manager will develop a Sampling and Analysis Plan (SAP) and Quality Assurance Project Plan (QAPP) and implement the study. Like Phase I of the study, qualitative and quantitative monitoring methods will be used to evaluate whether changes in the levels of litter-prone items are observable in San Mateo watersheds after the expanded ordinances have been fully implemented. A technical report that includes the results and conclusions of the study will be developed. Although the study will be conducted in San Mateo County, the results will provide invaluable information to other public agencies in the Bay Area and throughout the State on the magnitude and extent of different litter-prone items observed in our watersheds and the effectiveness of new source

controls to support future policy adoption. In-kind match contributions from the Project Partners will be provided through the input and review of the study design and technical report outcomes.

Task 1.a. deliverables:

No.	Deliverable	Responsible Party
1	Sampling and Analysis Plan (SAP) and Quality Assurance Project Plan (QAPP) for Effectiveness Evaluation	Consultant
2	Technical Report documenting observed reductions in trash generation and model methods to evaluate trash reductions due to ordinances	Consultant

1.b. Regional Expansion of Clean California Initiative Campaign

Caltrans launched its Clean California Initiative (CCI) campaign in 2021 with the slogan, Let's Change This to That, targeting litter reduction across the state of California. The campaign objective is to empower Californians to reduce pollution and littering by using before and after photos. In addition to the statewide campaign which features regional images, Caltrans is seeking partnerships with local agencies to expand the campaign by customizing the CCI campaign materials based on images and pollutants of concern in their local areas. The Caltrans campaign is divided into several "flights" of content. The first flight launched statewide in FY 2020/21, focuses on littering with regional images. In FY 2022/23, another flight will be launched focusing on behavioral messaging. Images will shift to include pollutants of concern beyond litter.

Through this subtask, C/CAG and the Project Partners will partner with Caltrans to conduct a three-month litter reduction Public Education and Outreach Campaign in the Bay Area (potentially in year two of the project). To support the development of a coordinated, regional outreach campaign, the Project Manager (through a media subconsultant) will obtain, review, and modify litter reduction public education and outreach resources and toolkits created through the CCI campaign. The Project Manager and Project Partners will develop and implement a regional outreach campaign for placement of CCI resources, that may include:

- Bus/transit panels/shelters (1-3 months) in year two of the project;
- Print collateral for public engagement events/outreach;
- Paid digital ad space (e.g., Google/Facebook Ads);
- Ongoing social media and stormwater program web content; and
- Press releases/media outlet engagement, as needed.

The media consultant will conduct a comprehensive effectiveness assessment including:

- Tracking digital and print marketing collateral views, impressions, click-through rates and other relevant metrics on audience reach for all marketing and engagement efforts.
- Developing and conducting an online pre- and post- campaign survey to evaluate changes in awareness and behavior change.

The media subconsultant will compile a summary report of the regional outreach campaign and outcomes. In-kind match contributions from the Project Partners will be provided through input into the development of the regional advertising plan, including review and selection of CCI materials and content.

No.	Deliverable	Responsible Party
1	Regional Outreach plan for Clean California Initiative	Consultant
2	End-of-campaign summary report including effectiveness assessment	Consultant

1.c. Streamlining On-land Trash Assessment Methods

In 2025, Project Partners will be required to comply with the 100% trash reduction benchmark as required by the MRP. Project Partners established baseline (2009) trash generation levels for land areas within their jurisdictional areas draining to MS4s, and have used established OVTA protocols tested through a State of California grant-funded project to demonstrate trash reductions achieved to date. To support the cost-effective and sustainable implementation of these OVTA methods, the Project Manager and Project Partners will conduct an analysis of existing OVTA data to inform on-going data collection efforts to effectively demonstrate that the levels of trash in local watersheds have been controlled and that the stormwater trash reduction benchmark of 100% trash reduction has been achieved.

Through this subtask, the Project Manager will obtain OVTA data from Project Partners and compile it into a single database for analysis. The Project Manager will develop a plan and perform a statistical analysis of the OVTA data to inform the extent of data needed to effectively demonstrate the 100% trash load reduction benchmark has been achieved, with an acceptable level of statistical confidence. The Project Manager will develop a technical report that will detail the methods, results, and conclusions of the analysis. Match funds provided by Project Partners will be used to provide data and input on the project, and review and comment on the draft technical report.

Task 1.b deliverables:

No.	Deliverable	Responsible Party
1	Technical report that identifies the extent of data needed to effectively demonstrate that trash levels on-land have achieved stormwater trash reduction goals	Consultant
2	Regionally consistent OVTA data management system populated with all Bay Area OVTA data	Consultant

Task 2 Trash Monitoring Methods

The three subtasks under Task 2. Trash Monitoring Methods will assist Project Partners, stakeholders, and the Regional Water Board develop monitoring methods and establish a trash monitoring network. The Project Manager and the Project Partners will develop stormwater outfall and receiving water trash monitoring plans that are regionally consistent and accepted by the regulatory and scientific community (2a). Trash monitoring and data collection will be conducted using the new standardized and accepted methods (2b and 2c).

2.a. Technical Advisory Group (TAG)

Prior to the WOW project and pursuant to the requirements of the MRP Provision C.8.e, the Project Partners developed and submitted to the Regional Water Board for Executive Officer approval, a Regional Trash Monitoring Plan and the interim Project Manager convened a Trash Monitoring Technical Advisory Group (TAG) that included Project Partner representatives, Regional Water Board staff, and impartial science advisors. The TAG will provide guidance and scientific peer-review of the methodologies and plans developed through this task and consistent with MRP provision C.8.e. The Project Manager will schedule and coordinate the eight remaining TAG meetings, seek feedback and comments from the TAG members on trash planning and monitoring efforts, and provide applicable compensation to TAG members through the grant. Project Partner representatives will participate in TAG meetings as in-kind contribution.

Task 2.a deliverables:

No.	Deliverable	Responsible Party
1	Meeting agendas and summaries for eight (8) coordinated TAG meetings	Consultant

2.b. Stormwater Outfall Monitoring (including Monitoring Plan and Quality Assurance Project Plan (QAPP))

The MRP requires that the Project Partners conduct stormwater trash monitoring at 11 sites. As part of this subtask, Project Partners will develop a Regional Outfall Trash Monitoring Plan and QAPP and will conduct stormwater outfall monitoring at their respective sites as in-kind match over the course of the project. At the time of the release of this RFP, the Project Partners have already developed and submitted to the Regional Water Board the final Regional Outfall Trash Monitoring Plan and QAPP. Project Partners will obtain the necessary permits and purchase equipment and supplies needed to conduct stormwater outfall monitoring. In addition, they will be responsible for data management, Quality Assurance / Quality Control (QA/QC) of the data, and development of annual outfall monitoring progress reports, as required under the MRP. The bulk of this work be provided by the Project Partners through in-kind services. To support

stormwater trash monitoring conducted by Project Partners, the Project Manager will coordinate with Project Partners to ensure the quality of all data collected follows data quality performance procedures documented in the QAPP.

Task 2.b deliverables:

No.	Deliverable	Responsible Party
1	Trash Outfall Monitoring Plans compiled into one comprehensive document	Project Partners
2	Regional QAPP for Trash Outfall Monitoring	Project Partners
3	Regionally consistent data management template	Project Partners
4	Trash Outfall Monitoring (11 sites, 3 storms/year)	Project Partners/Consultant

2.c. Receiving Water Monitoring (including Monitoring Plan and Quality Assurance Project Plan (QAPP))

The MRP requires the Project Partners to monitor trash transported during storm events at six sites. Through this subtask, all trash receiving water monitoring required by the MRP will be conducted by the Consultant. The first step will be to conduct a literature review of available receiving water trash monitoring methods, including methods recently used in the Bay Area and in other areas by 5 Gyres and the San Francisco Estuary Institute (SFEI). Based on the literature review and feedback from the Project Partners and the Regional Trash Monitoring TAG, the Project Manager will develop a Receiving Water Trash Monitoring Plan to be integrated with or appended to the Regional Outfall Trash Monitoring Plan (described in subtask 2.b above). Additionally, the Project Manager will update the Trash Monitoring QAPP developed under subtask 2.b to incorporate the methods and data quality objectives applicable to receiving water monitoring. The monitoring plan will identify and select receiving water monitoring locations and the appropriate monitoring methods based on the receiving water type, size, flow, and location. The QAPP will follow SWAMP comparable QA/QC protocols, data management methods, and reporting procedures, as applicable. Project Partners will provide staff time as in-kind services to review and comment on the Receiving Water Trash Monitoring Plan and the updated QAPP.

Upon completion of the Receiving Water Trash Monitoring Plan and QAPP, and acceptance by the Regional Water Board, the Project Manager will conduct receiving water trash monitoring field work and data collection at all six sites across the Project Partner program areas as required by the MRP. This effort will include obtaining all environmental permits and access agreements needed to conduct the monitoring as well as purchase/acquisition and deployment of the equipment needed to accomplish the receiving water trash monitoring required by the MRP. The Project Manager will ensure all aspects of the QAPP are followed for QA/QC and data management. Match-funded contributions will include Project Partner coordination with the Project Manager for planning and field monitoring tasks, as well as reviewing and commenting on the draft receiving water trash monitoring plan and associated draft QAPP.

Task 2.c deliverables:

No.	Deliverable	Responsible Party
1	Literature review of trash monitoring methods for receiving waters comprehensive document	Consultant
2	Regional Receiving Waters Trash Monitoring Plan	Consultant
3	Regional QAPP for Trash Receiving Water Monitoring	Consultant
4	Regionally consistent data management template	Consultant

2.d. Trash Characterization & Public Engagement Events

The Project Partners have established and used consistent trash characterization methods over the past decade to measure the volume of trash and categorize the different types of trash items observed on-land, in stormwater conveyances, and in receiving waters. Through this subtask, the Project Manager will coordinate and conduct at least four community-based Trash Characterization Events to measure and categorize all trash collected via stormwater and receiving water monitoring events conducted as part of the WOW project. The methods used by the Project Consultant will be consistent with previous characterization conducted as part of the regional baseline trash study and described in the Quality Assurance Project Plan. Trash characterization will include, at a minimum, volumes, material types, and item counts.

To engage stakeholders and increase public awareness of trash issues in receiving waters and to communicate the linkages between on-land littering and illegal dumping and trash impacts on local waterways, the Consultant will conduct trash characterization events in public locations (e.g., public parks) and will engage SB 535 Disadvantaged Communities. Staff and members of partner environmental organizations (e.g., Save the Bay, Surfrider Foundation – San Mateo County, Watershed Project, Grassroots Ecology, Santa Clara Clean Creeks Coalition) will be invited to participate in the characterization events. The Consultant will also invite journalists/press to attend and report on the events to draw attention to the need for anti-littering behavior changes and source controls that reduce the generation of litter-prone items in Bay Area watersheds. Any press events will be approved by USEPA staff, prior to initiating.

No.	Deliverable	Responsible Party
1	Standardized trash characterization and measurement protocols and training materials	Consultant
2	Four community-based trash characterization events	Consultant
3	Trash characterization data from up to 132 outfall samples and 54 receiving water monitoring samples	Consultant

Task 3 Information Dissemination

The goal of Task 3. Information Dissemination is to synthesize and disseminate the knowledge and information gathered during the project with the Project Partners, stakeholders, and the public. This goal will be achieved through the implementation of three subtasks led by the Project Manager.

3.a. Trash Monitoring Methods Playbook

In this subtask, the results of the monitoring methods developed and implemented through Task 2. Trash Monitoring Methods will be synthesized into a Trash Monitoring Methods (TMM) Guidance Document. The goal of this subtask is to create a foundation for developing a consistent, standardized approach to stormwater and receiving water trash monitoring and a process for updating those methods to address both the challenges and insights gained from over a decade of implementing and evaluating trash control measures. The TMM Guidance Document will not “reinvent the wheel”, but instead supplement the Trash Monitoring Methods Playbook, developed by the Ocean Protection Council (OPC) in December 2020, and other monitoring guidance documents developed by environmental organizations and agencies.

In addition to detailed descriptions of stormwater and receiving water monitoring protocols implemented during the project, the TMM Guidance Document will also include field sampling and QA/QC considerations, data management and standardization needs, and training considerations. The TMM Guidance Document will be developed collaboratively with the Project Partners, Regional Water Board and the TAG established in Subtask 2.a.

Task 3.a deliverables:

No.	Deliverable	Responsible Party
1	Monitoring methods guidance document, including field sampling methods, QA/QC considerations, data management and standardization needs, and training considerations	Consultant

3.b. Trash Prevention and Monitoring Information Portal

C/CAG and Project Partners will disseminate outputs and information gained through the WOW project by launching a Stormwater Trash Management and Monitoring web portal. The portal developed by the Consultant will be established as part of the BAMSC website and provide publicly accessible and visually based information about the project, including data visualizations and summary outcomes and conclusions. The portal will also provide access to key stormwater trash management and monitoring reports, factsheets, guidance documents, and protocols in an easily digestible format. Project Partners will review and comment on the portal as part of their match via in-kind services.

Task 3.b deliverables:

No.	Deliverable	Responsible Party
1	Updated BAMS Collaborative website, including new trash monitoring portal	Consultant

3.c. Bay Area Trash Symposium

Information on all tasks will be disseminated through a Bay Area Trash Symposium planned to occur near the end of the WOW project. The Consultant will coordinate and lead the symposium to share the lessons learned from stormwater trash control measure and monitoring implementation with a broad audience, including the Project Partners, water quality regulatory agencies, technical advisors, and other interested parties and public agencies throughout the Bay Area. The symposium will be recorded and made available through the web portal developed through subtask 3.b.

No.	Deliverable	Responsible Party
1	Symposium agenda and materials, high-profile keynote speaker presentation, recording of symposium	Consultant/Project Partners
2	At least four presentations on project conclusions and lessons learned	Consultant

Task 4 Project Administration/ Management

C/CAG will serve as the applicant and administrator of the WOW project. C/CAG's Stormwater Program Director, Reid Bogert, will serve as the principal-in-charge of the project on behalf of the C/CAG. C/CAG will lead the preparation of invoices, and review and submit quarterly performance and financial reports to USEPA, with support from the Consultant Project Manager. C/CAG will enter into a contract agreement with and manage the Project Manager during the term of the project.

C/CAG will also form a PMT at the onset of the project to provide oversight of WOW project tasks completion. The PMT will consist of Project Partner representatives, Regional Water Board staff, and USEPA staff. The PMT will assist C/CAG in selecting and managing the Project Manager, who will lead project implementation, develop quarterly performance and financial reports, coordinate with the PMT, and prepare final grant documentation. In-kind match contributions for this subtask will consist of other Project Partner participation on the PMT, and coordination with the Project Manager on task implementation.

4.a. Project Management

General oversight of the WOW project, including PMT meeting coordination and facilitation

Task 4.a deliverables:

No.	Deliverable	Responsible Party
1	Project Management – PMT meeting preparation and facilitation (i.e., agendas, meeting minutes, presentations, and facilitation)	Consultant

4.b. Invoicing & Progress Reporting


The Consultant will coordinate all invoicing documentation and submittals to the C/CAG Project

Manager and will also support invoicing and documentation of Project Partner in-kind match contributions for grant reporting and fund disbursement. The Consultant will also develop quarterly grant reports, annual Federal Financial Reports (Form SF 425), and a Final Grant Report as required by the WQIF grant program.

Task 4.b deliverables:

No.	Deliverable	Responsible Party
1	Quarterly project progress reports (4 reports per grant year) and subsequent invoices	Consultant / C/CAG / Project Partners
3	Annual Federal Financial Reports	Consultant / C/CAG
2	Final Grant Report	Consultant / C/CAG

**APPENDIX B – US EPA GRANT AGREEMENT FOR THE WATCHING
OUR WATERSHEDS REGIONAL TRASH MONITORING PROJECT**

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		GRANT NUMBER (FAIN): 98T61401 MODIFICATION NUMBER: 0 PROGRAM CODE: W9	DATE OF AWARD 06/24/2023	
			TYPE OF ACTION New		MAILING DATE 06/28/2023
			PAYMENT METHOD: ASAP		ACH# PEND
			RECIPIENT TYPE: Special District		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov
RECIPIENT: City/County Association of Governments of San Mateo County 555 County Center, Fifth Floor Redwood City, CA 94063 EIN: 94-3157181			PAYEE: City/County Association of Governments of San Mateo County 555 County Center, Fifth Floor Redwood City, CA 94063		
PROJECT MANAGER Reid Bogert 555 County Center, Fifth Floor Redwood City, CA 94063 Email: rbogert@smcgov.org Phone: 650-863-2126		EPA PROJECT OFFICER Luisa Valiela 75 Hawthorne Street, WTR-3 San Francisco, CA 94015 Email: Valiela.Luisa@epa.gov Phone: 415-972-3400		EPA GRANT SPECIALIST Katya Obrez Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94015 Email: obrez.katya@epa.gov Phone: 415-972-3744	
PROJECT TITLE AND DESCRIPTION San Francisco Bay Area Water Quality Improvement Fund See Attachment 1 for project description.					
BUDGET PERIOD 04/03/2023 - 06/30/2028	PROJECT PERIOD 04/03/2023 - 06/30/2028	TOTAL BUDGET PERIOD COST \$6,732,000.00	TOTAL PROJECT PERIOD COST \$6,732,000.00		
<p align="center">NOTICE OF AWARD</p> <p>Based on your Application dated 09/20/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$3,366,000.00. EPA agrees to cost-share 50.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$3,366,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9, Water Division, WTR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94015			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official for Carolyn Truong - Grants Management Officer Angela Mendiola - Award Official Delegate				DATE 06/24/2023	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$3,366,000	\$3,366,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$3,366,000	\$3,366,000
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$6,732,000	\$6,732,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.126 - Geographic Programs - San Francisco Bay Water Quality Improvement Fund	Clean Water Act: Sec. 320	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2309W32037	2324	B	09L2	000BK4	4158	-	-	\$3,366,000
									\$3,366,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$195,000
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$6,537,000
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$6,732,000
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient <u>50.00</u> % Federal <u>50.00</u> %)	\$6,732,000
12. Total Approved Assistance Amount	\$3,366,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$3,366,000
15. Total EPA Amount Awarded To Date	\$3,366,000

Attachment 1 - Project Description

Over the last decade, public agencies in the Bay Area have invested significant resources in developing and implementing trash assessment and control measure tracking programs to meet the requirements under the stormwater permit for trash reduction. However, the tracking and assessment methods to demonstrate that their actions have resulted in positive environmental outcomes have been constrained to indirect measurements, including mapping trash reduction measures and collecting trash assessment data on streets, sidewalks, and parking lots to estimate improvements in trash generation. The tasks proposed under the Watching Our Watersheds (WOW) project will result in new monitoring protocols and networks that directly measure the levels of trash in stormwater discharges and in receiving waters. Additionally, the project will enhance regional partnerships between Bay Area municipalities and transportation agencies via the implementation of a regional anti-littering outreach campaign and expand engagement with environmental organizations via the characterization and analysis of trash monitoring data that will inform future trash source control implementation. Lastly, the project will disseminate the data-driven outcomes and conclusions with Bay Area stakeholders about effective trash controls and monitoring results. The 5.5-year grant-funded project will provide important data to the San Francisco Bay Regional Water Quality Control Board (Regional Water Board) and USEPA to better evaluate trash levels in stormwater discharges and determine whether mandated trash load reduction goals have been achieved.

This assistance agreement provides full federal funding in the amount of \$3,366,000.00. Preaward costs are approved back to 4/3/2023. The project activities are as follows:

Task 1 Stormwater Trash Controls

Approximately 50% reduction in the volume/number of applicable litter-prone trash in communities implementing ordinances.

Increase in public awareness of trash pollution prevention issues in the SF Bay Area.

Documented achievement of 100% trash reduction benchmark in applicable Bay Area watersheds observed via OVTAs.

Task 2 Trash Monitoring Methods

Measured status of stormwater quality at 11 outfall monitoring sites.

Documented attainment of low trash generation at most stormwater discharge monitoring locations.

Measured status of water quality at 6 receiving water sampling sites.

Increase in overall awareness of litter-prone items in receiving water.

Task 3 Information Dissemination

Standardized trash monitoring methods and protocols documented and implemented in the

Bay Area, generating high quality data.

Bay Area stakeholders informed on effective trash controls.

Improvements in trash levels in stormwater and receiving waters observed.

The deliverables of the project include:

Data compilation of the effectiveness of local single-use plastic ordinances to reduce the generation of trash that ends up in stormwater and receiving waters; regional litter reduction public education and outreach plan using materials developed by the Caltrans Clean California Initiative (CCI); and OVTA data needed to effectively demonstrate (with an acceptable level of statistical confidence) that stormwater trash reduction goals have been achieved. Trash Monitoring Methods Guidance Document with new information on tested stormwater outfall and receiving water monitoring methods; a web-based Stormwater Trash Information Portal with relevant information on effective stormwater trash control measures; and a Trash Symposium to present Project findings.

The expected outcomes are:

- Documented attainment of low trash generation at all stormwater discharge monitoring locations.
- Measured status of water quality at receiving water sampling sites.
- Low trash levels in receiving waters monitoring locations.
- Increase in adoption of ordinances that limit the availability of single-use products.

The intended beneficiaries of the project is the general populace and communities of the 9 Bay Area Counties, and the habitats and wildlife that depend on the Bay for survival. No subawards are included in this assistance agreement.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.

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

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

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **June 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **September 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (NOTE: The grantee must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance with 2 CFR Part 200.324, the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

C. MBE/WBE Reporting, 40 CFR, Part 33, Subpart E (EPA Form 5700-52A)

The recipient agrees to submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) annually for the duration of the project period. The current EPA Form 5700-52A with instructions is located at <https://www.epa.gov/grants/epa-grantee-forms>

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the Simplified Acquisition Threshold (SAT) currently set at \$250,000 (the dollar threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. All procurement actions are reportable when reporting is required, not just the portion which exceeds the SAT.

Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. For section 2B, the Region 9 EPA DBA Coordinator is Alexandra Perez, email: GrantsRegion9@epa.gov, phone:

415-972-3826.

The annual reports are due by October 30th of each calendar year and the final report is due within 120 days after the end of the project period, whichever comes first. The recipient will submit the MBE/WBE report(s) and/or questions to GrantsRegion9@epa.gov and the EPA Grants Specialist identified on page 1 of the award document.

D. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

E. Non-Federal Third-Party Contributions

This award includes non-federal third party contributions. Third party contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantees. As applicable, these records must reflect how the value is placed on third party contributions. The value of third party contributions must be applicable to the period to which the cost sharing or matching requirement apply (2 CFR Part 200.306).

Programmatic Conditions

a.] Reporting: The recipient shall submit Semi-annual progress reports electronically to the EPA Project Officer due within 30 calendar days after the end of each Federal fiscal quarters on the dates of April 30 and October 31. The progress reports should include:

- a discussion of the activities conducted during the previous two quarters (including a comparison of actual accomplishments with the anticipated outputs and outcomes specified in the workplan),
- progress towards milestones,
- problems encountered with achieving outputs and outcomes, and their resolution,
- activities planned for the next two quarters,
- a financial accounting of costs incurred during the reporting period,
- cumulative project costs (EPA and match amounts) since the beginning of the project, by task,
- and identification of any special EPA assistance needed, and an explanation of any cost overruns.

The recipient will notify the EPA Project Officer if something materially impairs their ability to complete the tasks and deliver the products, outputs and outcomes identified in the workplan. Within 120 days of the end of the project period, the recipient must email to the EPA Project Officer a final report documenting project activities over the entire project period and the recipient's achievements with respect to the project's purposes and objectives.

b.] Grant Source Recognition: The recipient should publicly acknowledge the US EPA San Francisco Bay Water Quality Improvement Fund as the funding vehicle for the projects when the grantee is asked by public entities, federal agencies or state and local agencies about the projects and on-going results.

c.] Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia: (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b)(1) EPA must ensure that any connections between the recipient's network or information system and EPA networks

used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

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

(b)(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

d.] Geospatial Data Standards: All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

e.] Competency of Organizations Generating Environmental Measurement Data: In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

g.] QUALITY ASSURANCE

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

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

Quality Assurance Project Plan: In accordance with 2 CFR 1500.11, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation that are sufficient to produce data of adequate quality to meet project objectives. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 60 days

prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans. No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. Additional information on these requirements can be found at the EPA Office of Grants and Debarment Web Site:

<https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epafinancial>

*****END OF ASSISTANCE AGREEMENT*****

APPENDIX C - COST PROPOSAL TEMPLATE

Subtask Name	Work Products/Deliverables	Timeframe	Grant-Funded Costs	Match-Funded Costs	Total Project Costs
Task 1 Stormwater Trash Controls					
		Subtotal			
Task 2 Trash Monitoring Methods					
		Subtotal			
Task 3 Information Dissemination					
		Subtotal			
Task 4 Project Administration/ Management					
Total					

APPENDIX D - SAMPLE AGREEMENT TEMPLATE

SAMPLE AGREEMENT TEMPLATE

AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AND [CONSULTANT NAME]

This Agreement is entered into this [DAY] of [MONTH], [YEAR], by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, hereinafter called “C/CAG,” and [CONSULTANT NAME], hereinafter called “Consultant.”

WHEREAS, C/CAG administers the Countywide Water Pollution Prevention Program to support its member agencies to comply with state and federal mandated requirements of the Municipal Regional Stormwater Permit, issued by the San Francisco Bay Regional Water Quality Control Board (MRP); and

WHEREAS, C/CAG has determined assistance is needed to complete the *Watching Our Watersheds (WOW) Regional Trash Monitoring Project* on behalf of C/CAG’s member agencies and the other Phase II MRP countywide stormwater programs represented by the Bay Area Municipal Stormwater Collaborative, herein referred to as “Partners”; and

WHEREAS, the primary goal of the WOW project, herein referred to as the “Project,” is supporting countywide and regional trash monitoring requirements and compliance with trash reduction milestones during the current MRP permit term; and

WHEREAS, C/CAG has determined that Consultant has the requisite qualifications to perform this work; and

WHEREAS, funding for the Project is provided by the US Environmental Protection Agency’s (USEPA) San Francisco Bay Water Quality Improvement Fund grant program for an amount not to exceed \$3,366,000 and a stipulated in-kind local match amount not to exceed \$3,366,000; and

WHEREAS, the Partners have committed to providing their commensurate population-based shares of the local in-kind match via Partnership Commitment Letters submitted with the grant application; and

WHEREAS, in July 2023, the C/CAG Board of Directors approved Resolution 23-XX, authorizing the C/CAG Executive Director to enter into a grant agreement with the USEPA to complete the Project; and

WHEREAS, the federally-required clauses including the grant terms and conditions as required by USEPA in Exhibit D, EPA Watching our Watersheds Grant Agreement, and Exhibit E, EPA General Terms and Conditions Effective October 1, 2022, attached hereto and

incorporated herein, apply to the Project with applicable provisions similarly imposed upon Consultant; and

WHEREAS, as of July 19, 2023 such grant agreement has been executed, specifying a cumulative grant amount not to exceed \$3,366,000 and a total project cost of \$6,372,000, including in-kind match contributions from the Partners, and a project term of April 3, 2023 through June 30, 2028.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **Services to be provided by Consultant.** In consideration of the payments hereinafter set forth, Consultant shall provide services described in Exhibit A, *Scope of Work* attached hereto (the “Services”).

In the performance of its services, Consultant represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, and Consultant represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

2. **Payments.** In consideration of the services rendered with all terms, conditions, and specifications set forth herein, in Exhibit A, *Scope of Work*, and Exhibit C, *Key Personnel Assignments*, and in any subsequent task orders executed under the governance of this Agreement, C/CAG shall compensate Consultant on a time and materials basis. The aggregate total amount of payment by C/CAG to Consultant for services shall not exceed \$XXX, as shown in Exhibit B, *Project Budget and Schedule*, for services provided during the Contract Term set forth below.

Consultant will be paid promptly upon receipt and approval by C/CAG Project Manager of satisfactory itemized invoices. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each deliverable or each task as applicable, note the percentage of deliverables completed and identify the expenditures. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG. Invoices shall follow the format stipulated in Exhibit B, *Project Budget and Schedule*, and shall reference this Agreement project title. The final project invoice must contain the final cost and all credits due to C/CAG. The final invoice should be submitted within sixty (60) calendar days after completion of Consultant’s work. Invoices shall be emailed to C/CAG Project Manager at the following address:

City/County Association of Governments of San Mateo County
Attention: Reid Bogert, Stormwater Program Director
rbogert@smcgov.org

3. **Progress Reports and Meetings.** Consultant shall submit progress reports at least once a month with each project invoice during the term of this Agreement summarizing the work performed during the prior month and planned work for the following month. The progress report should be sufficiently detailed, addressing all relevant tasks/sub-tasks, for the C/CAG Project Manager to determine if Consultant is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or specific problems encountered, so remedies can be developed. Consultant's Project Manager shall meet with C/CAG Project Manager, as needed, to discuss progress on the Scope of Work.
4. **Key Personnel.** The key personnel to be assigned to this work by Consultant and, if applicable, their hourly rates and the estimated hours to be supplied by each, are set forth in Exhibit C, *Key Personnel Assignments*, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Exhibit C or a decrease in the hours provided to the Project by such personnel of more than 10% requires the prior written approval of the C/CAG Project Manager or a designee. Consultant shall maintain records documenting compliance with this Section, and such records shall be subject to the audit requirements of Section 16. Consultant agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. C/CAG reserves the right to direct removal of any individual, including key personnel, assigned to this work.
5. **Contract Materials.** At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Consultant under this Agreement shall become the property of C/CAG and shall be promptly delivered to C/CAG. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law.
6. **Relationship of the Parties.** It is understood that Consultant is an Independent Consultant and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Consultant.
7. **Non-Assignability.** Consultant shall not assign this Agreement or any portion thereof to a third party, or subcontract with a third party, without the prior written consent of the C/CAG Executive Director. Any such assignment or subcontract without the C/CAG Executive Director's prior written consent shall give C/CAG the right to automatically and immediately terminate this Agreement without penalty or advance notice.
8. **Contract Term/Termination.** This Agreement shall be in effect as of **November X, 2023**, and Consultant shall commence work after notification to proceed by the C/CAG Project Manager, and the Agreement shall terminate on June 30, 2028; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' notice to Consultant. Termination will be effective on the date specified in the notice. In the event of termination under this Section, Consultant

shall be paid for all services provided to the date of termination, subject to availability of funding. Such payment shall be that prorated portion of the full payment determined by comparing the work completed to the work required by the Agreement.

9. **Hold Harmless/Indemnity.**

- a. *General.* Consultant shall indemnify and save harmless C/CAG and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Consultant under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Consultant or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Consultant's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of C/CAG and/or its officers, agents, employees, or servants. However, Consultant's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which C/CAG has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct. The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

This indemnification provision will survive termination or expiration of this Agreement.

- b. *Intellectual Property.* Consultant hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Consultant warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall defend, indemnify, and hold harmless C/CAG from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Consultant's duty to defend, indemnify, and hold harmless under this Section applies

only provided that: (a) C/CAG notifies Consultant promptly in writing of any notice of any such third-party claim; (b) C/CAG cooperates with Consultant, at Consultant's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Consultant retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Consultant shall not have the right to settle any criminal action, suit, or proceeding without C/CAG's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on C/CAG, impair any right of C/CAG, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of C/CAG without C/CAG's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Consultant's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes C/CAG's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Consultant shall, at Consultant's option and expense, either: (i) procure for C/CAG the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Consultant will have no obligation or liability to C/CAG under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for C/CAG (other than modification performed by, or at the direction of, Consultant) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by C/CAG in a manner prohibited by this Agreement.

The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

10. Contract Assurance.

- a. Consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under USEPA financial assistance agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or other legally available remedies.
- b. Any subcontract entered into as a result of this Agreement shall contain the provisions of this section and any applicable provisions of the EPA Watching our Watersheds Grant Agreement (Exhibit D), and EPA General Terms and Conditions Effective October 1, 2022 (Exhibit E).

11. Insurance.

- a. *General Requirements.* Consultant or its subconsultants performing the services on behalf of Consultant shall not commence work under this Agreement until all insurance required under this section has been obtained. Consultant shall use diligence to obtain such insurance. Consultant shall furnish C/CAG with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Consultant's coverage to include the contractual liability assumed by Consultant pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.
- b. *Workers' Compensation and Employer Liability Insurance.* Consultant shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Consultant certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.
- c. *Liability Insurance.* Consultant shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Consultant, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage that may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by any sub-consultant or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.
- d. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
1. Comprehensive General Liability	\$ 1,000,000	_____
2. Workers' Compensation	\$ Statutory	_____
3. Professional Liability	\$1,000,000	_____
4. Motor Vehicle Liability	\$1,000,000	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers, agents, employees, and servants have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. **Compliance with All Laws.** Consultant shall at all times comply with all applicable federal, state, San Mateo County, and municipal laws, ordinances, and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973. In the event of a conflict between the terms of this Agreement and any applicable state, federal, San Mateo County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. Consultant will timely and accurately complete, sign, and submit all necessary documentation of compliance.
13. **Non-discrimination.** Consultant and any subconsultants performing the services on behalf of Consultant shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
14. **Substitutions.** If particular persons or classifications are identified in Exhibit C as working on this Agreement, Consultant will not assign others to work in their place without the prior written consent of the C/CAG Project Manager or a designee. Any substitution shall be with a person or classification of commensurate experience and knowledge unless otherwise authorized by the C/CAG Project Manager or a designee.
15. **Sole Property of C/CAG.** Work products of Consultant which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Consultant shall not be liable for C/CAG's use, modification or re-use of products without Consultant's participation or for purpose other than those specifically intended pursuant to this Agreement.
16. **Record Retention; Right to Monitor and Audit.**

- a. Consultant shall maintain all required records relating to services provided under this Agreement for four (4) years after C/CAG makes final payment and all other pending matters are closed, and Consultant's records shall be subject to the examination and/or audit by C/CAG, a federal grantor agency, and/or the State of California.
 - b. Consultant shall comply with all program and fiscal reporting requirements set forth by applicable federal, State, and local agencies and as required by C/CAG, including any applicable requirements related to USEPA funding, as set forth in Exhibit D or Exhibit E.
 - c. Consultant agrees, upon reasonable notice, to provide to C/CAG, to any federal or State department having monitoring or review authority, to C/CAG's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.
17. **Permits/Licenses.** If any license, permit, or approval is required to perform the work or services required by this Agreement, Consultant bears the responsibility to obtain said license, permit, or approval from the relevant agency at Consultant's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
18. **Lobbying.** Consultant agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 CFR Part 20.
19. **Merger Clause; Amendments.** This Agreement, including all Exhibits attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto regarding the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this Agreement are not binding. All subsequent amendments shall be in writing and signed by the C/CAG Chair or C/CAG Executive Director. In the event of a conflict between the terms, conditions or specifications set forth herein and those in the exhibits attached hereto, the terms, conditions or specifications set forth herein shall prevail.
20. **Governing Law.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.
21. **Notices.** All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Reid Bogert, Stormwater Program Director

Notices required to be given to Consultant shall be addressed as follows:

[CONSULTANT NAME]
[ADDRESS]
[ADDRESS]
Attention: [NAME]

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

[NAME] (Consultant)

By _____

Date

City/County Association of Governments of San Mateo County (C/CAG)

By _____

Sean Charpentier
C/CAG Executive Director

Date

By _____

Melissa Andrikopoulos
C/CAG Legal Counsel

Date

Exhibit A

Scope of Work

Exhibit B

Project Budget and Schedule

Project schedule and Hourly billing rates and staff for CONSULTANT and SUBCONSULTANT(S) are included on the following pages.

Exhibit C

Key Personnel Assignment

Exhibit D

EPA Watching our Watersheds Grant Agreement

Exhibit E

EPA General Terms and Conditions Effective October 1, 2022

APPENDIX E – FEDERAL-AID RESOURCES

1. [USEPA Federal Assistance Programs General Terms and Conditions, \(effective October 1, 2022 or later\)](#)
2. [USEPA Region 9 Grants Handbook \(updated March 20, 2023\)](#)