### **Attachment A**

Project Information Form, Executive Summary, , Environmental Compliance Checklist, Land Use Checklist, and Conflict of Interest Checklist Budget Forms and Signature Page

These forms can be viewed at the Proposal Submittal Website. They are subject to change until the website is open for proposal submittal on August 22, 2001.



## **Attachment B**

CALFED (ERP) 2002 Proposal Solicitation Geographic Scope ERP Regions, Ecological Management Zones ("Ecozones") and Ecological Management Units ("Ecounits"). Ecounits are the subheadings under Ecozones.

# **Link to Maps**

Delta & East Side Tributaries Region		Sacramento Region (continued)						
Ecozone 1:	Sacramento-San Joaquin Delta	Ecozone 7:	Butte Basin					
1.1	North Delta	7.1	Paynes Creek					
1.2	East Delta	7.2	Antelope Creek					
1.3	South Delta	7.3	Mill Creek					
1.4	Central and West Delta	7.4	Deer Creek					
Ecozone 11: Eastside Delta Tributaries		7.5	Big Chico Creek					
11.1	Cosumnes River	7.6	Butte Creek					
11.2	Mokelumne River	7.7	Butte Sink					
11.3	Calaveras River	Ecozone 8:	Feather River & Sutter Basin					
D D .		8.1	Feather River					
Bay Region		8.2	Yuba River					
Ecozone 2:	Suisun Marsh & North San	8.3	Bear River and Honcut Creek					
2.1	Francisco Bay	8.4	Sutter Bypass					
2.1	Suisun Bay & Marsh	Ecozone 9:	American River Basin					
2.2	Napa River	9.1	American Basin					
2.3	Sonoma Creek	9.2	Lower American River					
2.4	Petaluma River	Ecozone 10:	Yolo Basin					
2.5	San Pablo Bay	10.1	Cache Creek					
Sacramento Region		10.2	Putah Creek					
Ecozone 3: Sacramento River		10.3	Solano					
3.1	Keswick Dam to Red Bluff	10.4	Willow Slough					
5.1	Diversion Dam	G <b>T</b> . D						
3.2	Red Bluff Diversion Dam to	San Joaquin R	_					
3.2	Chico Landing		San Joaquin River					
3.3	Chico Landing to Colusa	12.1	Vernalis to Merced River					
3.4	Colusa to Verona	12.2	Merced River to Mendota					
3.5	Verona to Sacramento	10.0	Pool					
Ecozone 4:	North Sacramento Valley	12.3	Mendota Pool to Gravelly					
4.1	Clear Creek	10.4	Ford					
4.2	Cow Creek	12.4	Gravelly Ford to Friant Dam					
4.3	Bear Creek		East San Joaquin Basin					
4.4	Battle Creek	13.1	Stanislaus River					
Ecozone 5:	Cottonwood Creek	13.2	Tuolumne River					
5.1	Upper Cottonwood Creek	13.3	Merced River					
5.2	Lower Cottonwood Creek	Ecozone 14:	West San Joaquin Basin					
Ecozone 6:	Colusa Basin	Landscape (in	Landscape (independent of specific site)					
6.1	Stony Creek	Code 15:	Landscape					
6.2	Elder Creek	Couc 13.	Zanoscape					
6.3	Thomas Creek	Outside ERP I	<b>Outside ERP Ecozones</b>					
6.4	Colusa Basin	Code 16:	Inside ERP Geographic Scope, but outside ERP Ecozones					



#### **Attachment C**

# **CONFLICT OF INTEREST RULES**For Participants in Proposal Review Process

The Ecosystem Restoration Program grant selection process involves multiple levels of review that result in final funding decisions by the Secretary of the Interior (for Federal funds) and the Director the Department of Water Resources or Secretary for Resources (for State funds). Participants in the review process include: individual scientific/technical reviewers, members of the Independent Science Board (ISB) and Agency/Stakeholder Ecosystem Team (ASET), CALFED and CVPIA staff, panels of technical and regional reviewers, and others. The CALFED Policy Group will make a recommendation to the Director and/or Secretaries. Individuals participating in each step of the review process must comply with Federal and State conflict of interest laws. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10365.5, 10410 and 10411 for State conflict of interest requirements.

The participants in the project review process have been selected based on their scientific and technical expertise, not the agency or organization they work with. To ensure objectivity in the review process, the CALFED Program will impose the following rules in addition to the legal prohibitions on conflicts of interest to protect against perceived bias in the selection process.

<u>Scientific/Technical Reviewers</u>: Individual scientific and technical reviewers may not review a proposal with which they have an institutional connection. Individual scientific and technical reviewers are expected to review proposals independently and without delegating the review task in whole or in part to any other person.

**ISB/ASET Members**: Members may compete for funds, but are subject to conflict of interest laws. Individual members that are not competing for funds may be asked to serve as a reviewer, depending on their technical expertise and the technical needs of the review process. Any member serving as a technical reviewer will be required to reveal his/her institutional connections in the same manner as the other reviewers.

<u>Technical and Regional Review Panelists</u>: Technical and Regional panelists with an institutional connection to a proposal will be required to reveal that institutional connection at the outset of discussions on the proposals.

An institutional connection exists between employees and their employers. For example, an employee of a State or Federal agency will have an institutional connection with a proposal submitted by that agency, even if the applicant is in a different division of the agency than reviewer. Similarly, a university faculty member will have an institutional connection with a proposal submitted by a co-faculty member or graduate student. <u>If a reviewer has an institutional connection with a proposal they may recuse themselves</u>, or they may be asked to recuse themselves.



# Attachment D Terms and Conditions for State Funds

This section provides terms and other conditions that will apply to contractual agreements for proposals receiving State funds. Successful applicants receiving State funds will enter into a contract with the California Resources Agency or California Department of Water Resources. The specific terms and conditions that will apply to the contract will vary depending on the type of applicant (State agency, Federal agency, other public entity, private for-profit, private non-profit) and the type of project receiving a grant (research/planning, construction, land acquisition).

The general contractual terms that apply to all State funds are set forth below. Additional State of California standard clauses will be required, depending on the type of applicant and the type of project. These additional State standard clauses are set forth at the end of this attachment. The applicability of the additional standard clauses is set forth in Table D-1.

All applicants should review the following lists of standard clauses. If an applicant cannot agree to any standard clauses, the applicant must disclose this disagreement in their proposal or the standard clauses will be deemed nonnegotiable. The State and NFWF reserve the right to refuse to alter any standard clauses.

- 1. <u>Term of Agreement</u>: The term of the Agreement will depend on the type of project and may range from 1 to 3 years. The Agreement shall not become effective until fully executed by the parties and approved by the Department of General Services.
- 2. <u>Payment Schedule</u>: No funds will be disbursed by the State or NFWF to Grantee without: (1) an executed copy of the Agreement; (2) receipt of an original invoice with supporting documentation; and (3) receipt and satisfactory completion of, or progress toward completion of, deliverables and/or phases of work as set forth in the Agreement, including quarterly financial and programmatic reports. Payments shall be in arrears within 30 days of receipt of an undisputed invoice by the CALFED Program.

Required supporting documentation includes an invoice breakdown by task and line item, including task and line item budget balance. Additional supporting documentation such as payroll detail, receipts for equipment, or general ledger information may be required.

- 3. <u>Performance Retention</u>: Disbursements shall be made on the basis of costs incurred to date, less ten percent of the total invoice amount. Disbursement of the ten percent retention shall be made either: (1) upon the Grantee's satisfactory completion of a discrete project task (ten percent retention for task will be reimbursed); or (2) upon completion of the project and Grantee's compliance with project closure requirements specified by the CALFED Program (ten percent retention for entire project will be disbursed).
- 4. Expenditure of Funds & Allocation Among Budget Items: Grantee shall expend funds in the manner described in the approved project budget. Any variance in the budgeted amount among tasks, or between line items within a task, requires approval in writing by the State or NFWF. The total amount of this contract may not be increased except by amendment of this Agreement. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this Agreement.



- 5. <u>Subcontracts</u>: Grantees are responsible for all subcontracted work. Subcontracts must include all applicable terms and conditions as presented herein. The State or NFWF must approve all subcontracts and all amendments to subcontracts. Unless the subcontract was submitted to the CALFED Program with the proposal, Grantee must obtain at least 3 competitive bids for all subcontracted work; or comply with the provisions of Government Code section 4525 et seq. as applicable; or obtain the State or NFWF's approval for non-compliance with these requirements.
- 6. <u>Substitution</u>: If Grantee chooses to substitute different subcontractors or employees for those subcontractors or employees approved for the project as part of the Scope of Work, Grantee must notify the State or NFWF and obtain the State's or NFWF's approval.
- 7. <u>Conflict of Interest</u>: Grantee shall comply with all applicable State laws and rules pertaining to conflict of interest including, but not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.
- 8. <u>Standard of Professionalism</u>: Grantee shall conduct all work consistent with the professional standards of the industry and type of work being performed under the Agreement.
- 9. Rights in Data: All data and information obtained and/or received under this Agreement shall be in the public domain. Grantee shall not sell or grant rights to a third party who intends to sell such product as a profit-making venture. Grantee shall have the right to disclose, disseminate and use, in whole or in part, any final form data and information received, collected, and/or developed under this Agreement, subject to inclusion of appropriate acknowledgment of credit to the State or NFWF, to the CALFED Program, and to all cost-sharing partners for their financial support. Grantee must obtain prior approval from the CALFED Program to use draft data. Permission to use draft data will not be unreasonably withheld. The CALFED Program will not disseminate draft data, but may make draft data available to the public upon request with an explanation that the data have not been finalized.
- 10. <u>Acknowledgment of Credit</u>: Grantee shall include appropriate acknowledgment of credit to the State or NFWF, to the CALFED Program, and to all cost-sharing partners for their financial support when using any data and/or information developed under this Agreement.
- 11. <u>Indemnification</u>: The Grantee agrees to indemnify, defend, and save harmless the CALFED agencies, the State of California, the Resources Agency, the Department of Water Resources, and the National Fish and Wildlife Foundation and their officers, agents, and employees from any and all claims and losses accruing or resulting to any or all contractors, subcontractors, material persons, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.
- 12. <u>Independent Status</u>: Grantee, and the officers, agents, and employees of Grantee, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California, NFWF, the CALFED agencies, the Resources Agency, or the Department of Water Resources.
- 13. <u>Termination Clause</u>: The State or NFWF may terminate this Agreement by providing notice to Grantee in writing and be relieved of the payment of any consideration to Grantee should Grantee fail to perform the covenants herein contained at the time and in the manner herein provided. The State of NFWF will reimburse Grantee for reasonable obligations incurred by Grantee in performance of



this Agreement prior to the date of the notice to terminate. In the event of such termination, the State or NFWF may proceed with the work specified in this Agreement in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Grantee under this Agreement, and the balance, if any, shall be paid the Grantee upon demand.

- 14. <u>Assignment</u>: Grantee may not assign this Agreement, in whole or in part, without the written consent of the State.
- 15. <u>Integration Clause</u>: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. The parties may amend this Agreement by mutual written consent and with approval by the State or NFWF.
- 16. <u>Consideration</u>: The consideration to be paid Grantee as provided in this Agreement, shall be in compensation for all of the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly so provided.
- 17. <u>Dispute Resolution</u>: Any claim that Grantee may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Executive Director, CALFED Program, within thirty days of its accrual. The CALFED Program and Grantee shall then attempt to negotiate a resolution of claim and process an amendment to this Agreement to implement the terms of any such resolution.
- 18. <u>Severability</u>: If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.
- 19. Time is of the essence in this Agreement.

#### 20. FOR PROJECTS INVOLVING LAND ACQUISITION

The following terms will be required for projects that involve land acquisition, either in fee or by a conservation easement. The CALFED Program may require certain of these terms to be included in the real property conveyance instruments for those projects involving land acquisition.

- 21. <u>Purpose of Acquisition</u>: The [describe interest in real property] that is the subject of this Agreement is being acquired by the Grantee pursuant to a grant of funds from the Resources Agency through the CALFED Program for the purpose of implementing the CALFED Ecosystem Restoration Program. No use of the real property inconsistent with this purpose is permitted.
- 22. <u>Approval of Land Acquisition Terms</u>: The State shall approve the terms under which the interest in real property is being acquired pursuant to this Agreement.
- 23. <u>Mitigation</u>: The Grantee shall not use or allow the use of any portion of the real property acquired pursuant to this Agreement for mitigation to compensate for adverse changes to the environment elsewhere.
- 24. <u>Fair Market Value</u>: The purchase price of any interest in real property purchased under this Agreement shall not exceed the fair market value as established by an appraisal approved by the State.



- 25. <u>Use, Management, Operation, and Maintenance</u>: The Grantee shall use, manage, operate, and maintain the real property in a manner consistent with the purpose of the acquisition. The Grantee further assumes all management, operation, and maintenance costs associated with the real property, including the costs of ordinary repairs and replacements of a recurring nature, and costs of enforcement of regulations. The CALFED Program shall not be liable for any cost of such management, operation, or maintenance. The Grantee shall refrain from developing or otherwise using any other property it owns or controls in the vicinity of the real property in such a way as to interfere with or inconvenience the use, management, operation, or maintenance of the real property or to detract from the purpose of the acquisition. The Grantee may be excused from its obligations for management, operation, and maintenance only upon the written approval of the Executive Director of the CALFED Program, or its successor.
- 26. <u>Transfer</u>: The Grantee may not transfer the real property, or any interest in the real property, in whole or in part, without the approval of the Executive Director of the CALFED Program, or its successor.

D-1. Proposal Submittal Requi	Table D-1. Proposal Submittal Requirements and Standard Contract Clauses.											
	Services, Consulting, Preconstruction, Research, Land Acquisition				Public Works, Construction							
Standard Clauses <sup>2</sup>	State	Federal	Public	Non-profit	Private	State	Federal	Public	Non-profit	Private		
Item¹												
Nondiscrimination Compliance												
Bidders Bond or other Security (if contract values > \$107,000) <sup>3</sup>												
Non Collusion Affidavit												
Proof of Contractor's License												
Contracts with Public Entities												
Service & Consultant Service Contracts with Nonpublic Entity												
Additional Standard Clauses												
Interagency Agreements												
Contracts with United States												
General Conditions for Public Works Contracts												
Insurance Requirements												
Nondiscrimination Construction Contract Specifications												
Payment Bond												
Performance Bond												
Certificate of Insurance			_				_					
	Standard Clauses <sup>2</sup> RACT REQUIREMENTS  Nondiscrimination Compliance  Bidders Bond or other Security (if contract values > \$107,000) <sup>3</sup> Non Collusion Affidavit  Proof of Contractor's License  Contracts with Public Entities  Service & Consultant Service Contracts with Nonpublic Entity  Additional Standard Clauses  Interagency Agreements  Contracts with United States  General Conditions for Public Works Contracts  Insurance Requirements  Nondiscrimination Construction Contract Specifications  Payment Bond  Performance Bond	Standard Clauses <sup>2</sup> RACT REQUIREMENTS  Nondiscrimination Compliance  Bidders Bond or other Security (if contract values > \$107,000) <sup>3</sup> Non Collusion Affidavit  Proof of Contractor's License  Contracts with Public Entities  Service & Consultant Service Contracts with Nonpublic Entity  Additional Standard Clauses  Interagency Agreements  Contracts with United States  General Conditions for Public Works Contracts  Insurance Requirements  Nondiscrimination Construction Contract Specifications  Payment Bond  Performance Bond	Standard Clauses <sup>2</sup> RACT REQUIREMENTS  Nondiscrimination Compliance  Bidders Bond or other Security (if contract values > \$107,000) <sup>3</sup> Non Collusion Affidavit  Proof of Contractor's License  Contracts with Public Entities  Service & Consultant Service Contracts with Nonpublic Entity  Additional Standard Clauses  Interagency Agreements  Contracts with United States  General Conditions for Public Works Contracts  Insurance Requirements  Nondiscrimination Construction Contract Specifications  Payment Bond  Performance Bond	Standard Clauses <sup>2</sup> Standard Clauses <sup>2</sup> RACT REQUIREMENTS  Nondiscrimination Compliance  Bidders Bond or other Security (if contract values > \$107,000) <sup>3</sup> Non Collusion Affidavit  Proof of Contractor's License  Contracts with Public Entities  Service & Consultant Service Contracts with Nonpublic Entity  Additional Standard Clauses  Interagency Agreements  Contracts with United States  General Conditions for Public Works Contracts  Insurance Requirements  Nondiscrimination Construction Contract Specifications  Payment Bond  Performance Bond	Services, Consulting Preconstruction, Research, Land Acquisition  Standard Clauses <sup>2</sup> RACT REQUIREMENTS  Nondiscrimination Compliance  Bidders Bond or other Security (if contract values > \$107,000) <sup>3</sup> Non Collusion Affidavit  Proof of Contractor's License  Contracts with Public Entities  Service & Consultant Service Contracts with Nonpublic Entity  Additional Standard Clauses  Interagency Agreements  Contracts with United States  General Conditions for Public Works Contracts  Insurance Requirements  Nondiscrimination Construction Contract Specifications  Payment Bond  Performance Bond	Services, Consulting, Preconstruction, Research, Land Acquisition  Standard Clauses²  RACT REQUIREMENTS  Nondiscrimination Compliance  Bidders Bond or other Security (if contract values > \$107,000)³  Non Collusion Affidavit  Proof of Contractor's License  Contracts with Public Entities  Service & Consultant Service Contracts with Nonpublic Entity  Additional Standard Clauses  Interagency Agreements  Contracts with United States  General Conditions for Public Works Contracts  Insurance Requirements  Nondiscrimination Construction Contract Specifications  Payment Bond  Performance Bond	Services, Consulting, Preconstruction, Research, Land Acquisition  Standard Clauses²  Page 1	Standard Clauses²  Standard Clauses  Nondiscrimination Compliance  Bidders Bond or other Security (if contract values > \$107,000)³  Non Collusion Affidavit  Proof of Contractor's License  Contracts with Public Entities  Service & Consultant Service Contracts with Nonpublic Entity  Additional Standard Clauses  Interagency Agreements  Contracts with United States  General Conditions for Public Works Contracts  Insurance Requirements  Nondiscrimination Construction Contract Specifications  Payment Bond  Performance Bond	Standard Clauses <sup>2</sup> Standard Clauses <sup>2</sup> Standard Clauses <sup>2</sup> Nondiscrimination Compliance  Bidders Bond or other Security (if contract values > \$107,000) <sup>3</sup> Non Collusion Affidavit  Proof of Contractor's License  Contracts with Public Entities  Service & Consultant Service Contracts with Nonpublic Entity  Additional Standard Clauses  Interagency Agreements  Contracts with United States  General Conditions for Public Works Contracts  Insurance Requirements  Nondiscrimination Construction Contract Specifications  Payment Bond  Performance Bond	Standard Clauses²  Nondiscrimination Compliance  Bidders Bond or other Security (if contract values > \$107,000)³  Non Collusion Affidavit  Proof of Contractor's License  Contracts with Public Entities  Service & Consultant Service Contracts with Nonpublic Entity  Additional Standard Clauses  Interagency Agreements  Contracts with United States  General Conditions for Public Works Contracts  Insurance Requirements  Nondiscrimination Construction Contract Specifications  Payment Bond  Performance Bond		

Legend: State = State of California agencies, including State (California) Universities. Federal = Federal agencies. Public = Public entities, such as city, county, other local government entities, resource conservation districts, and out-of-state public entities. Private = For-profit and non-profit organizations, and individuals.

<sup>&</sup>lt;sup>3</sup> Types of security include cashiers check, cash, certified check, or bidder's bond in an amount equal to 10 percent of the proposed amount.



<sup>&</sup>lt;sup>1</sup> Item numbering refers to documents following this table.
<sup>2</sup> All contract terms and standard clauses apply to any subcontracts made by Contractor.

# Attachment E Federal Contracting Forms

If you would like to research the governing circulars or would like copies of them, the OMB web site is "http://www.whitehouse.gov/OMB/circulars/index.html,". The Washington, D.C. publications ordering telephone number, (202) 395-7332. The following circulars may be relevant to your proposal.

Circular A-21, Revised October 27, 1998, "Cost Principles For Educational Institutions"

- 1• Circular A-110, Revised August 29, 1997, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations"
- 2• Circular A-133, Revised June 24, 1997, "Audits of States, Local Governments, and Non-profit Organizations"
- 3• Circular A-87, Revised August 29, 1997, "Cost Principles for State, Local and Indian Tribal Governments"
- 4• Circular A-102, Revised August 29, 1997, "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments"
- 5• Circular A-133, Revised June 24, 1997, "Audits of States, Local Governments, and Non-profit Organizations"
- 6• Circular A-110, Revised August 29, 1997, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-profit Organizations"
- 7• Circular A-122, Revised May 19, 1998, "Cost Principles for Non-profit Organizations"
- 8• Circular A-133, Revised June 24, 1997, "Audits of States, Local Governments, and Non-profit Organizations"
- 9• All agreements with organizations other than those indicated above shall be in accordance with the basic principles of OMB Circular A-110, and cost principles shall be in accordance with Part 31 of the Federal Acquisition Regulations, Subpart 31.2 entitled, "Contracts with Commercial Organizations."

#### **Standard USBR Financial Assistance Agreement Language.**

**Regulations and Guidance**. The regulations at 43 CFR, Part 12, Subparts A - F are hereby incorporated by reference as though set forth in full text. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by 43 CFR Part 12, are also incorporated by reference and made a part of this agreement. Failure of a recipient to comply with any provision may be the basis for withholding payments for proper charges made by the recipient and for termination of support. Copies of OMB Circulars are available on the Internet at http://www.whitehouse.gov/OMB/circulars/index.html. The implementation of the circulars at 43 CFR Part 12 is available at http://www.access.gpo.gov/nara/cfr/index.html.



- a. Agreements with colleges and universities shall be in accordance with the following circulars:
  - Circular A-21, Revised October 27, 1998, "Cost Principles For Educational Institutions"
  - Circular A-110, Revised August 29, 1997, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations"
  - Circular A-133, Revised June 24, 1997, "Audits of States, Local Governments, and Non-profit Organizations"
- b. Agreements with State and local governments shall be in accordance with the provisions of the following circulars:
  - Circular A-87, Revised August 29, 1997, "Cost Principles for State, Local and Indian Tribal Governments"
  - Circular A-102, Revised August 29, 1997, "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments"
  - Circular A-133, Revised June 24, 1997, "Audits of States, Local Governments, and Non-profit Organizations"
- c. Agreements made with non-profit organizations shall be in accordance with the following circulars and provisions:
  - Circular A-110, Revised August 29, 1997, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-profit Organizations"
  - Circular A-122, Revised May 19, 1998, "Cost Principles for Non-profit Organizations"
  - Circular A-133, Revised June 24, 1997, "Audits of States, Local Governments, and Non-profit Organizations"
- d. All agreements with organizations other than those indicated above shall be in accordance with the basic principles of OMB Circular A-110, and cost principles shall be in accordance with Part 31 of the Federal Acquisition Regulations, Subpart 31.2 entitled, "Contracts with Commercial Organizations."

**Modifications**. Any changes to this Agreement shall be made by means of a written modification. Changes dealing with administrative matters (such as in paying office, changes of



address, etc.) may be made by a unilateral modification. A modification issued solely for funding a Federal Fiscal Year may also be made unilaterally. Any other changes shall be made by a bilateral modification (signed by both parties). No written statement by any other person than the Grants and Cooperative Agreements Officer, and no oral statement of any person, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

**Electronic Funds Transfer**. In accordance with the Debt Collection Improvement Act of 1996, 31 CFR 208, effective January 2, 1999 all Federal payments to recipients must be made by Electronic Funds Transfer (EFT) unless a waiver has been granted in accordance with 31 CFR 208.4. Upon award of a financial assistance agreement, Reclamation will provide the recipient with further instructions for implementation of EFT payments or a certification form to request exemption from EFT.

Assurances Incorporated by Reference. The provisions of the Assurances executed by the Recipient in connection with this agreement shall apply with full force and effect to this agreement as if fully set forth in these General Provisions. Such Assurances include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

Covenant Against Contingent Fees. The recipient warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the recipient for the purpose of securing agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Contracting With Small And Minority Firms, And Women's Business Enterprises. It is a national policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

- a. The grantee and subgrantee shall take all necessary affirmative steps to assure that minority firms, and women's business enterprises are used when possible.
- b. Affirmative steps shall include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;



- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in b.(1) through (5) above.

**Notice Regarding Buy American Act**. In accordance with Section 502 of Pub.L. 105-245 (112 STAT. 1855), as implemented by 43 CFR 12.710, please be advised of the following:

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

**Resolving Disagreements**. When entering into a cooperative agreement with a recipient, Reclamation commits itself to working with the recipient in a harmonious manner to achieve the objectives of the project successfully. When disagreements arise between the parties, they must be resolved according to the procedures discussed below:

- a. Reclamation shall attempt first to resolve disagreements with the recipient through informal discussion among the Grants or Contract Specialist, the Program Officer, and the recipient's Project Director.
- b. If the disagreement cannot be resolved through informal discussion between these parties, the Grants Specialist and the Program Officer shall document the nature of the disagreement and bring it to the attention of the Grants Officer.
- c. After reviewing the facts of the disagreement, as presented by the Grants and Program Offices, the Grants Officer will arrange a formal meeting. If agreement still cannot be reached, the parties will collectively decide on any varied approaches which might be used to resolve the disagreement. The parties shall be responsible for their individual expenses related to any approach utilized to resolve the disagreement. If attempts at resolving the disagreement fail, the Regional Director shall make a decision which shall be final and conclusive.
- d. Nothing herein shall be construed to delay or limit Reclamation's right to take immediate and appropriate action, as set forth at 43 CFR, Subpart 12.83, in the event of



material noncompliance by the recipient, and no attempts at informal resolution shall be necessary.

Any post award issue will be open for resolution in accordance with the above procedures, with the exception of disagreements regarding continuation of the agreement (since either party may terminate the agreement with the specified notice), or other matters specifically addressed by the agreement itself.

**Termination of the Agreement**. Termination of this agreement, either for cause or convenience, will be in accordance with the termination provisions of the applicable OMB Circular.

**Lobbying Restrictions**. In accordance with Section 501 of Pub.L. 105-245, Energy and Water Development Appropriation Act, FY 1999, as implemented by 43 CFR Part 12, Subpart A, please be advised of the following:

Recipient shall not use any of the funds from the Energy and Water Development Appropriation Act, FY 2000, directly or indirectly, to influence Congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in section 1913 of Title 18, United States Code.



# **Attachment F Example Programmatic Quarterly Report**

Program Manager:Contract ManagerPhone:xxx-xxx-xxxxProject Manager:Project ProponentPhone:xxx-xxx-xxxxCALFED Project #:1998-xxxQuarter Ending:September 30, 1999

### **Deliverables**

Task 1: Task 1 Name

Subtask 1: Subtask 1 Name

Deliverable 1 Deliverable 2 Deliverable 3

**Deliverable** 

Subtask 2: Subtask 2 Name

Deliverable 1
Deliverable 2

Task 2: Task 2 Name

<u>Deliverable 1</u> Deliverable 2

Task 3: Task 3 Name

Deliverable 1
Deliverable 2

#### **Narrative**

## **Activities Performed:**

(List activities performed during the quarter, problems and delays, other comments)

**Overall Project:** 

Task 1:

Task 2:

Task 3:



# **Attachment G Project Performance Evaluation Description**

All proposals must include a plan for project performance evaluation. The plan should include a list of project-specific performance measures that will be used to assess project success, and should provide enough detail of how these performance measures will be quantified for reviewers to effectively evaluate the performance evaluation plan. The types of performance measures and corresponding performance evaluation plan will vary depending on the type of project (Fig. G-1). For restoration projects the performance evaluation plan is often called a *monitoring plan*. For most types of projects, project success is determined by measuring activities, outputs, or outcomes. Restoration project monitoring plans generally also include measures of environmental change, which may not be applicable to other types of projects. The following general discussion of performance measures should help project proponents develop their performance measure/monitoring plans.

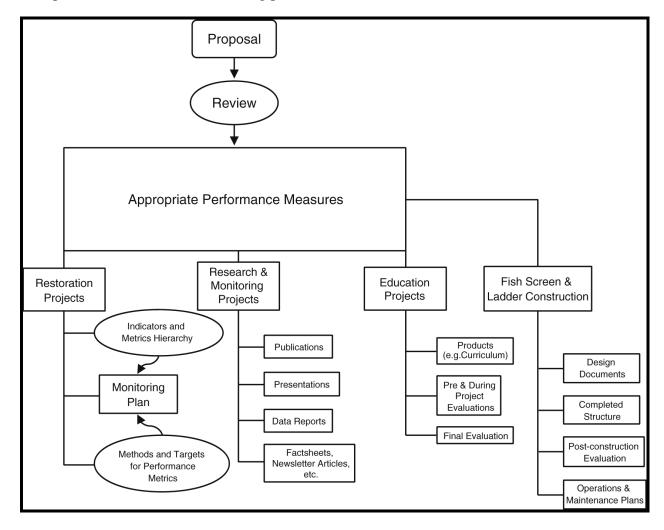


Figure G-1. Types of Performance Measures for Different Types of Projects.



Project goals and objectives can be translated into measurable benchmarks of project success referred to by the business and scientific communities as either "performance measures" or "indicators." The CALFED Program has decided to use the term "performance measure" for all measures of outputs, outcomes and environmental change resulting from project implementation that can be used for evaluating project success. The term "indicator" is reserved specifically for measures of environmental change.

Performance measures take many forms and can indicate progress at many levels: administrative, project actions, environmental status, direct responses to actions, and achievement of ultimate goals. In the early stages of a project, administrative performance measures and measures of actions are used to show that the project is being implemented. Where possible, baselines should be developed, or existing data should be exploited, prior to project implementation for comparison to responses by the environment or the economic and social system. Explanatory environmental variables that may affect responses must also be measured to substantiate claims of cause and effect. Changes in the ultimate goal-oriented performance measures may not be dramatic early in a program, but may become evident only as the effects of the program accumulate and the program matures.

Evaluation of the overall CALFED Ecosystem Restoration Program (ERP) performance requires the CALFED Program to develop a suite of site-specific (local), regional and program-wide performance measures. This suite of performance measures, or "report card," will be used to evaluate the cumulative effects of restoration actions on ecosystem structure, processes and associated stressors, and will allow managers to assess progress and refine actions as the program proceeds. For project proponents, tracking site-specific performance measures is critical for tracking individual project success and contributing to understanding of overall program success. Site-specific performance measures of individual project success should integrate up geographically and temporally to aid larger-scale program evaluation. Developing a system of performance measures for the CALFED Program will be an iterative process, whereby the initial performance measures are continuously evaluated for local and regional effectiveness and new performance measures are added as knowledge of change continues. In order to track performance measures, each indicator requires a "metric". A metric is a quantifiable measure of the trend in the indicator. Ideally each metric should be accompanied by a target: what was the metric before the project and what do the proponents desire for the metric after the project. A trajectory may be a useful target if a numeric target is not reasonable.

Core performance measures of project performance include four types of measures:

- Project Activities: specific program actions taken such as closing escrow on an acquisition (metric might be number of steps in accomplishing escrow completed), or placing gravel in a stream (project process and schedule) (metric = quantity of gravel placed, or proportion of targeted need fulfilled).
- Project Outputs: the direct products and services delivered by the program such as publications, presentations, plans, educational materials, structures. Metrics can be a count of the number of such products.



- Project Outcomes: intermediate and longer-term results for which the program is designed representing quantifiable results of actions such as an increased base of knowledge useful for researchers and decision-makers, changes in flow releases from reservoirs to benefit downstream fish populations, or changes in habitat. Metrics might be the character of the hydrograph (flow releases), or quantity of a given type of habitat (e.g. stream meters or miles of accessible habitat for reproduction; acres of a given type of habitat).
- Environmental Indicators: quantitative measures of progress over time towards achieving site-specific or systemwide environmental goals with metrics such as increased populations of at-risk native species, increased frequency floodplain inundation, or decreased rate of introduction of new species from ship ballast water.

All proposals must include narrative that describes what performance measures will be used to measure project success relative to each project goal and objective. Restoration projects will have several levels of performance measures while scientific studies will primarily use research products as performance measures. Each proposal should include specific performance measures for each of the applicable general categories of performance measures listed below. The specific performance measures should be tailored to the particular project.

For each major goal or objective, determine one or more specific performance measures for each of applicable general indicator categories:

#### Definitions:

- a) Performance Measure: A measurable quantity that can be used as a proxy to measure progress towards an objective
- b) Metric: Unit of measurement
- c) Target: Level of performance that is sought within a certain timeframe (number)
- d) Baseline: What existed prior to project implementation, i.e., what changes are being measured relative to. Measuring baseline
- e) information may be a project task if the data are not available from previous work.

Additional performance measure examples will be posted on the web site after the pre-submittal workshop.

