

REQUEST FOR PROPOSALS
ROCKY RIVER NATURE PARK MASTER PLAN AND EDUCATION PLAN
ANDERSON COUNTY, SOUTH CAROLINA

Introduction and Background

The Rocky River is an urban waterway that flows 50 miles through Anderson County, including the City of Anderson in the Upstate of South Carolina. It has a long history of degradation and abuse, including channelization of the river in the 1980's and subsequent degradation of adjacent wetlands. Despite that history, the Rocky River and its associated wetlands are poised for a return to prominence due to substantial local interest within the Anderson community. The Rocky River Conservancy (including Upstate Forever) is an association of organizations that are working to determine how best to restore, protect, and revitalize the Rocky River and associated wetland areas. A keystone for this effort is the creation of a nature park on the portion of the property owned by Anderson University, and potentially including adjacent tracts.

Request for Proposals

In support of the Rocky River Conservancy's goals, Upstate Forever seeks proposals and statements of qualifications from firms interested in providing a Nature Park Master Plan and Education Plan for a portion of the Rocky River in Anderson, S.C. The general study area is approximately 158 acres, which includes a focus area of the 120-acre portion of Anderson University's property. (See Appendix A – Rocky River Map). Access to the Anderson University property is ensured but other tracts may have to be evaluated remotely.

The scope of the work under this request for proposals must address the following:

For the Nature Park Master Plan:

- A detailed Nature Park Master Plan, including ideal locations for boardwalks, trails, parking areas, and other community facilities that serve to enhance the recreation and enjoyment of the site.
- The Nature Park Master Plan should reflect the concepts conveyed by the preliminary Master Plan already created by the Rocky River Conservancy (See Appendix A – Master Plan). The preliminary Master Plan reflects the group's initial vision for the property and its basic sense of the logical flow of trails, boardwalks, parking areas, and other community facilities. While these ideas should be considered as part of the master planning process, the consultant/designer should not feel bound or limited by them.
- The preliminary Master Plan does not reflect the findings of the Hydrological Assessment and Wetlands Restoration plan currently being conducted as a companion project.

Coordination and partnership with ICA Engineering, the firm conducting these studies, is imperative to the success of the Nature Park Master Plan.

- The Nature Park Master Plan consultant/designer should research all current local and regional pedestrian and cycling trail plans and, if any are planned in the vicinity of the site, create connectivity between them and the Rocky River Nature Park.
- The consultant/designer selected will be expected to facilitate a design charrette within a month of signing a contract for the project. This charrette should include representatives from Upstate Forever, Anderson University, the Rocky River Conservancy, Anderson City and County, and other key stakeholders. A representative from the USEPA Region 4 will also be invited. The purpose of the charrette is to ensure that all possible ideas for the site have been heard and discussed, and the ideas with the most potential can then be incorporated into the Nature Park Master Plan. This charrette should also give all key partners a chance to engage in the process.
- Technical drawings necessary for design implementation and cost estimates for various design elements should be included in the Nature Park Master Plan package. Any technical drawings that will not be included should be outlined in the proposal.
- After the design has been completed, the consultant/designer is expected to present the final design to the Anderson Community and all constituents.

For the Education Plan:

- This plan should integrate with the Nature Park Master Plan, outline conceptual signage content, and identify signage locations as well as an outreach strategy for engaging Anderson University as well as local area schools.
- Anderson University must be consulted and treated as the primary client and a critical partner in the creation of the Education Plan, both as owner of the property and as one of the primary educational institutions that will be users of the site.

Work Product:

The work product will include, at a minimum, the Nature Park Master Plan (maps/drawings) and a written report distinctly addressing the Nature Park Master Plan and Education Plan. The work product may also include technical details, elevation drawings, sections, and other illustrations to further convey the Master Plan concepts. The report must include thorough explanatory narratives and supporting documentation, where appropriate, and be provided in hardcopy (10 copies) and electronically in pdf format. The report must address the findings of the hydrological assessment and the wetlands restoration plan, how these impact the Nature Park Master Plan, if at all, and what considerations were made in the coordination with ICA Engineering. Any geospatial data created, if any, must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards (www.fgdc.gov) and any maps must be provided electronically as complete GIS map packages. The resulting work product from this project shall belong to Upstate Forever and will

be shared publicly for educational and other purposes. Pursuant to the schedule below, all work product elements must be presented as a draft for review and comment by Upstate Forever before being finalized.

Schedule:

Payment schedule will be determined based on contract schedule and completion of work. Contractor must provide a written progress report on at least a monthly basis for the duration of this project. A draft of all required work product elements must be provided to Upstate Forever on or before May 2, 2014. All work must be completed and final work products provided to Upstate Forever on or before May 30, 2014.

Additional Requirements:

- The proposal must include contact information (including phone numbers) for three professional references.
- Proposals must include an itemized budget that does not exceed \$15,000.
- This project is funded by an Urban Waters Grant from the U.S. Environmental Protection Agency to Upstate Forever. As the recipient of this grant, Upstate Forever must comply with certain federal requirements. Where applicable, the award of this contract will likewise be subject to such requirements. (See Appendix B – USEPA Conditions).

RFP Guidelines and Schedule

Schedule

RFP Issue Date: September 10, 2013

RFP Submittal Deadline: September 25, 2013

Review Proposals and Interviews (as needed): September 25, 2013 – October 16, 2013

Negotiate and Award Contract: October 16, 2013

Guidelines

Proposals, whether mailed or emailed, are due by 3:00 pm on September 25, 2013 at the office of Upstate Forever, 507 Pettigru Street, Greenville, SC 29601 and must be marked, PROPOSAL FOR

ROCKY RIVER. If submitting a proposal by email, send it to Erin Knight, eknight@upstateforever.org.

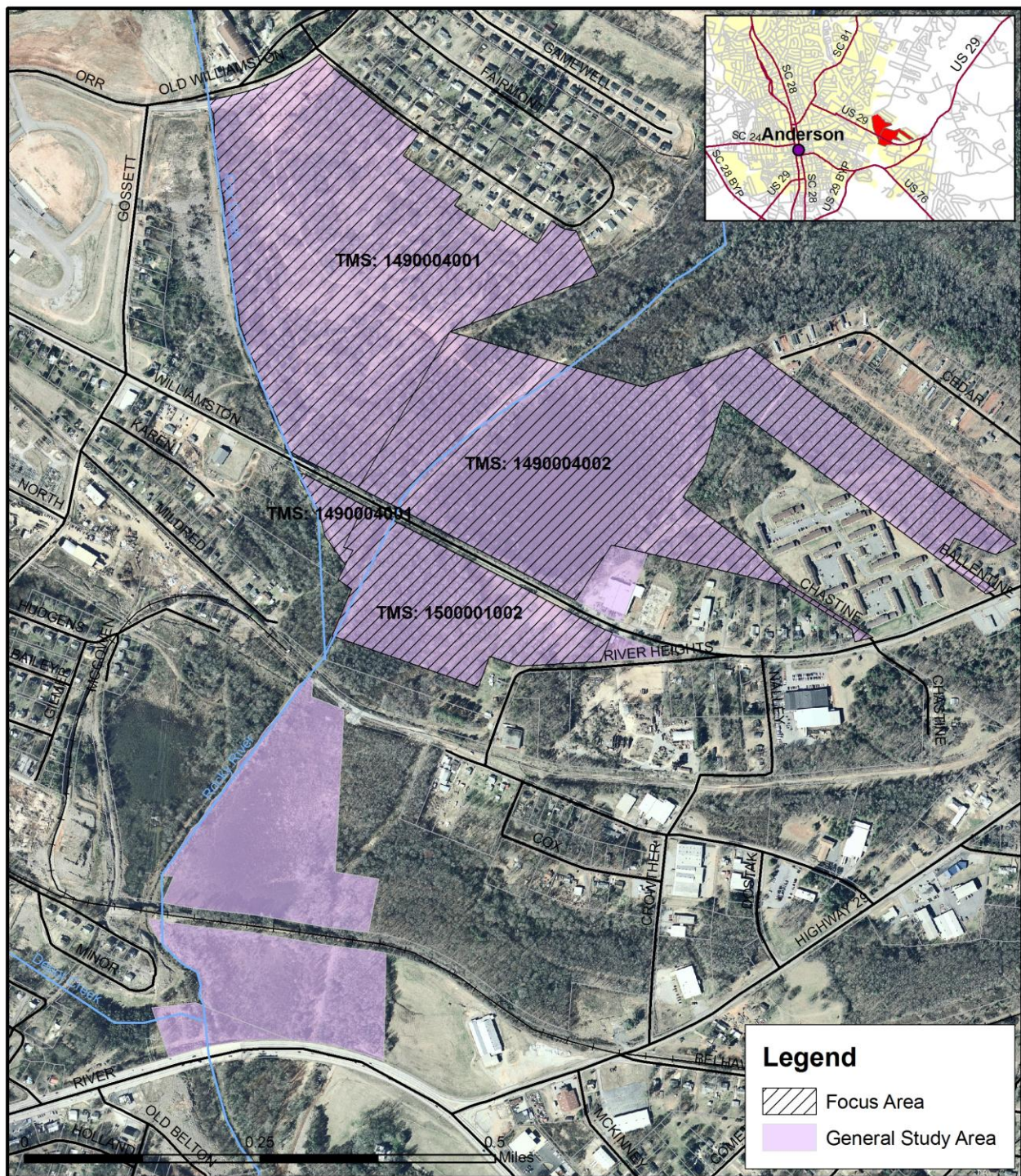
Upstate Forever will evaluate proposals based on:

- Technical qualifications and experience of the applicant
- References of the applicant
- Anticipated effectiveness at completing the scope of work outlined by this RFP
- Costs of proposal
- Ability to comply with USEPA grant requirements
- Existence of any conflicts of interests between Upstate Forever and the applicant

Upstate Forever cannot give individual feedback on proposals.

Upstate Forever will interview or provide additional questions for the three top-ranked applicants, as deemed necessary. Please note, Upstate Forever reserves the right to reject any proposals when it is in the best interest of Upstate Forever.

Please contact Erin Knight at 864-250-0500 ext. 26 for further information regarding the project location and requirements.



DISCLAIMER:
 This map is not a land survey and is for general reference purposes only. Upstate Forever makes no warranty or representation as to the accuracy of this map and disclaims all responsibility for any costs or damages that may arise from its use. Based on Anderson County, Upstate Forever and South Carolina Department of Natural Resources GIS Data.
 This map was created using ArcGIS software donated by the ESRI Conservation Grant program.

Appendix A - Rocky River Map Anderson, SC





NOTE: NOT ALL PARCELS SHOWN IN THIS PRELIMINARY MASTER PLAN ARE COMMITTED TO THE PROJECT. PLEASE COMPARE THIS PRELIMINARY MASTER PLAN TO THE LATEST MAPS OF THE ROCKY RIVER GENERAL STUDY AREA.

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Appendix C

Administrative Conditions

1. Drug-Free Workplace Certification for all EPA recipients

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=701081165f70316effa8ebf67df73de0&rgn=div5&view=text&node=2:1.2.11.11.2&idno=2>.

2. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

3. LOBBYING AND LITIGATION

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or

in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

4. LOBBYING

The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

5. MANAGEMENT FEES AND SIMILAR CHARGES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

6. RECYCLING

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

7. UNLIQUIDATED OBLIGATIONS

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, or 12/31.

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm>. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, 4220 S. Maryland Parkway, Building C, Room 503, Las Vegas, NV 89119, or by Fax to: 702-798-2423 or email LVFC-grants@epa.gov.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement. EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

8. EPA PARTICIPATION

This award and the resulting ratio of funding is based on estimated costs requested in the application. EPA participation in the final total allowable program/project costs (outlays) shall not exceed the statutory limitation 96.00% of total allowable program/project costs or the total funds awarded, whichever is lower.

9. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance

agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

The award amount of this assistance agreement is \$250,000, or less; or the total dollar amount of all of the recipient's financial assistance agreements from EPA in the current Federal fiscal year is \$250,000, or less. Therefore, the recipient of this assistance agreement is exempt from the fairshare objective requirements of 40 CFR, Part 33, Subpart D, and is not required to negotiate a fair share objective/goal for the utilization of MBE/WBEs in its procurements.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Require DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one

of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE /WBEs are counted toward a recipient's MBE /WBE accomplishments. The reports must be submitted annually for the period ending September 30th.

The reports are due within 30 days of the end of the annual reporting period (October 30th). Reports should be sent to:

U.S. Environmental Protection
Agency Grants Management Office
61 Forsyth Street, SW
Atlanta, GA 30303

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends . Your grant cannot be officially closed without all MBE /WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS , 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to

follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

10. SUSPENSION AND DEBARMENT

Recipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, “Responsibilities of Participants Regarding Transactions Doing Business With Other Persons,” as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access suspension and debarment information at <http://www.sam.gov>. This system allows recipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.”

11. SINGLE AUDIT ACT

In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient’s fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. The recipient MUST submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse’s Internet Data Entry System. For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

12. TRAFFICKING IN PERSONS

- a. Provisions applicable to a recipient that is a private entity.
 - i. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not—

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

1. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our Agency at 2 CFR 1532.

b. Provision applicable to a recipient other than a private entity . We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- i. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 1. Associated with performance under this award; or
 2. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that

are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR 1532.

c. Provisions applicable to any recipient.

- i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- iii. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term :

- i. “Employee” means either:
 - 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or

slavery.

iii. “Private entity”:

1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

2. Includes:

a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

b. A for-profit organization.

iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

18. COPYRIGHT TERM AND CONDITION

In accordance with 40 CFR 30.36, EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works developed under this assistance agreement for Federal purposes. Examples of Federal purpose include but are not limited to: (1) use by EPA and other Federal employees for official Government purposes; (2) use by Federal contractors performing specific tasks for the Government; (3) publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) reproduction of documents for inclusion in Federal depositories; (5) use by State, tribal and local governments that carry out delegated Federal environmental programs as “co-regulators” or act as official partners with EPA to carry out a national environmental program within their jurisdiction; (6) limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA’s authorization to the grantee to use the copyrighted material.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- e. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- f. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

23. CIVIL RIGHTS OBLIGATIONS

GENERAL

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

STATUTORY REQUIREMENTS

In carrying out this agreement, the recipient must comply with:

- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with:

- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

REGULATORY REQUIREMENTS

The recipient agrees to comply with all applicable EPA civil rights regulations, including:

- For Title IX obligations, 40 C.F.R. Part 5; and
- For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
- As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at

http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI

compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

7. GEOSPATIAL DATA STANDARD

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov

9. PROCUREMENT OF TERMS AND CONDITIONS

The recipient agrees to conduct all procurement actions under this assistance agreement in accordance with the procurement standards set forth in 40 CFR §§ 31.36 or 40 CFR §§ 30.40 to 30.48, whichever is applicable. No assistance agreement funds shall be used to reimburse the Federal share of any procurement action found to be in noncompliance with the procurement standards. Any costs incurred by the recipient under contracts and/or small purchases that EPA determines to be in noncompliance with EPA procurement standards shall be unallowable for Federal reimbursement.

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