

STATE OF OREGON



Department of Environmental Quality

Landfill Emissions Reduction Request for Grant Proposals

STATEWIDE ASSISTANCE FOR LANDFILL GREENHOUSE GAS MITIGATION TECHNOLOGY

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Proposal Due Date and Time: February 27, 2026 (5PM PT)

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SECTION 1: BACKGROUND

1.1 CLIMATE EQUITY AND RESILIENCE THROUGH ACTION (CERTA) BACKGROUND

Oregon is experiencing the devastating effects of climate change. Extreme weather events, chronic heat, drought, flooding, and intense wildfires are impacting everyone in Oregon. In March 2020, Governor Brown signed Executive Order 20-04, directing DEQ to take actions necessary to reduce methane gas emissions from landfills, as defined in ORS 459.005(14). These actions are aligned with the most stringent standards and requirements for reducing methane gas emissions from landfills adopted among the states having a boundary with Oregon. This is one (1) component of a broader directive for state agencies to take action to reduce and regulate greenhouse gas emissions toward meeting emission reduction goals of at least 45% below 1990 emissions levels by 2035. Achieving these reductions requires enormous effort and investments throughout Oregon's economy and landscape.

Oregon's [Climate Equity and Resilience Through Action](#) (CERTA) program is a \$197 million federal grant to reduce greenhouse gas emissions by 6.6 million metric tons across multiple sectors between the years 2026 and 2050, while delivering secondary benefits such as lower utility costs, increased housing production, and improved health outcomes. The CERTA grant lays out 12 critical measures that will accelerate Oregon's emission reduction efforts for a vibrant environment, for the health of communities across the state, and for a more sustainable future.

1.2 GRANT BACKGROUND

The Landfill Emission Reduction Grant, CERTA Measure 12, will fund methane emissions reduction at landfills in Oregon. Landfills are a large source of methane emissions, and in the absence of any new efforts, those emissions are projected to grow. There is \$6,278,720 available for a wide range of Projects that meet eligibility criteria.

Costs may vary widely based on the type of mitigation technology proposed, the size of the Project, and other site-specific considerations. DEQ will consider Proposals for one (1) or multiple projects per landfill, with each project requiring a separate Proposal. A single landfill may receive up to \$3,100,000, either for one (1) single Project or multiple Projects in total. Priority will be given to Projects that have the most cost-effective methane reduction; that is, methane reduced per dollar spent from the anticipated subaward agreement execution (signature date) through 2050.

Program Goals:

- Reduce current and projected growth in methane emissions from Oregon landfills;
- Support implementation of advanced methane reduction technologies including, but not limited to gas collection systems in cases where otherwise not required, oxidation layers (biocover), enhanced automation, liquids reduction, fine-tuning of existing gas collection systems, or other engineering controls that affect methane generation and/or emissions; and
- Prioritize the most cost-effective methane reduction Projects based on emissions reduced

per dollar spent through 2050.

1.3 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change.

EVENT	DATE	TIME
PUBLIC INFORMATION MEETINGS	SEPTEMBER 25, 2025	3:00 PM
	OCTOBER 14, 2025	6:00 PM
QUESTIONS / REQUESTS FOR CLARIFICATION	NOVEMBER 14, 2025	5:00 PM
PRE-CLOSING TECHNICAL REVIEW (OPTIONAL)	December 15, 2025	5:00 PM
CLOSING (PROPOSAL DUE)	February 27, 2026	5:00 PM
ISSUANCE OF NOTICE OF INTENT TO AWARD (APPROX.)	May 2026	
ANTICIPATED SUBAWARD AGREEMENT EXECUTION	October 2026	
PROJECT END DATE	MAY 30, 2029	
CLOSEOUT OF AWARD (FINAL INVOICING AND REPORTING)	JULY 15, 2029	

1.4 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFGP is identified on the Cover Page, along with the SPC's contact information. Applicants must direct all communications related to any provision of the RFP, whether concerning the technical requirements of the RFGP, contractual requirements, the RFGP process, or any other provision, only to the SPC.

1.5 DEFINITIONS

40 CFR Part 98	The EPA's Greenhouse Gas Reporting guidance and the calculation methodology which will be required by DEQ to be used by the Applicant to demonstrate methane reduction. See Section 7.9.
Applicant	An organization applying for funding in response to this RFGP.
BABA	Build America, Buy America; Build America refers to requirements that federally funded infrastructure projects use American-made materials, while Buy America refers to federal procurement preferences for domestically produced goods and services. See Section 4.6 and Sections 7.2 and 7.3.
CERTA	Climate Equity and Resilience Through Action Grant; funding opportunity administered through Oregon Department of Environmental Quality.
Co-Applicant	See Section 3.2.3.
CPRG	Climate Pollution and Reduction Grant; the federal Grant Program awarded by the EPA to the Oregon Department of Environmental Quality.

DBRA	Davis Bacon and Related Acts; require contractors on federally funded construction projects over \$2,000 to pay prevailing wages and fringe benefits to all laborers and mechanics. See Section 4.7 and Sections 7.4, 7.5, 7.6 and 7.8.
DEQ	Oregon Department of Environmental Quality; the “pass through” entity that will be awarding CERTA funds to the subrecipient.
Eligible Entities	See Section 3.2.2 for eligibility criteria.
EPA	The United States Environmental Protection Agency: the federal Agency that awarded the CERTA funding to DEQ, and the agency whose requirements must be met by DEQ and the Subrecipient.
GCCS	Gas collection and control system, an engineering system designed to manage landfill gas (LFG).
GHG	Greenhouse Gas.
LERG	Landfill Emissions Reduction Grant.
LFG	Landfill gas; a gas mixture produced by landfills as organic waste decomposes, generally consisting of methane (CH ₄) and carbon dioxide (CO ₂), along with small amounts of other compounds.
Partners	Organizations that may assist the Subrecipients.
Primary Applicant	A landfill owner or operator as described in Section 3.2.2.
Project	The overall planning, permitting, financing, design, construction, operation, maintenance, and GHG monitoring associated with the RFGP.
RFGP	Request for Grant Proposal.
SAP	Sampling and Analysis Plan; defines the procedures, responsibilities, quality controls, and data management practices required to ensure that GHG data collected are scientifically valid, legally defensible, and meet the Project’s quality objectives. To be submitted by the subrecipient to DEQ after award. See Appendix G.
SEM	Surface Emissions Monitoring; involves using instruments to measure methane concentrations at or near the surface of a landfill.
Subaward	An award provided by DEQ to a subrecipient for the subrecipient to implement its Project.
Subrecipients	Awarded successful Applicants for this grant opportunity.

SECTION 2: AUTHORITY, METHOD, AND SCOPE

2.1 AUTHORITY AND METHOD

DEQ has designated \$6,278,720 in CERTA funding to Measure 12: Landfill Emissions Reduction to support mitigation technology at landfills across Oregon that go above and beyond applicable regulatory requirements.

DEQ uses the Request for Grant Proposal method, which includes an optional Pre-Closing Technical Review. Any Applicant may participate in the Pre-Closing Technical Review. If the Applicant wants its Proposal reviewed in the Pre-Closing Technical Review, the Applicant must submit a Responsive Proposal by the optional pre-closing technical review

deadline. A team of air quality and solid waste technical staff, data quality assurance and regulatory analysts, and GHG reporting specialists will review the technical aspects of the Proposal. The Pre-Closing technical review team will not consist of members of the Evaluation Committee. The pre-Closing Technical Review will not include formal scoring of Proposals and rather DEQ will provide electronic technical feedback to the Applicant within 30 calendar days of the Pre-Closing Technical Review deadline.

DEQ may use a combination of the following methods, including optional procedures: a) Competitive Range; b) Discussions and Revised Proposals; c) Revised Rounds of Negotiations; d) Negotiations; e) Best and Final Offers; and f) Multistep Sealed Proposals.

2.2 SCOPE

Subrecipients will be responsible for developing and implementing methane mitigation projects at landfills. Project plans will be consistent with the stated program goals outlined in Section 1.2 and include all proposal requirements and content as outlined in Section 3 and Section 4. Projects may range from individual technology installations to comprehensive methane mitigation systems, with award ranges, eligible costs, and project examples specified in Section 3.3.9. Applicants must quantify the anticipated methane emission reductions through the year 2050 using 40 CFR Part 98 Subparts HH (municipal waste landfills) or TT (industrial waste landfills) calculation methodology, with priority given to the most cost-effective solutions measured by emissions reduced per dollar spent, as required in Section 4.5.

SECTION 3: MINIMUM SUBMISSION REQUIREMENTS AND ELIGIBILITY

3.1 GENERAL

Proposals must meet the Minimum Submission Requirements and Eligibility outlined in this Section 3 and include all the requested information in Section 4 ("Responsive Proposal"). Proposals missing any items will be disqualified from consideration as nonresponsive to the RFGP.

To be considered for an award, Applicants must submit a Responsive Proposal by the Closing Deadline.

3.2 MINIMUM SUBMISSION REQUIREMENTS

3.2.1 SUBMISSIONS PROCEDURE AND DUE DATE

- Completed Proposals must be submitted to DEQ on, or prior to the date listed in Schedule, Section 1.3.
- Proposals must be submitted through the DEQ grant management platform, Webgrants. A Webgrants Applicant guide and Webgrants link will be made available on the DEQ Webpage prior to the RFGP Date of Issue (opening date). Proposals submitted by other means will be disqualified.
- Proposals must include the Organization Information Sheet, See Appendix A and, if

- applicable, the Co-Applicant Organization Information Sheet, See Appendix B.
- Proposals must include either a Type 1 Attestation of Regulatory Compliance, See Appendix C; or a Type 2 Attestation of Regulatory Compliance, See Appendix D; and attached regulatory analysis to support the attestation, See Sections 3.3.1, 3.3.2, and 3.3.3.
- Proposals must include Forecasted Project Emissions Reductions using 40 CFR Part 98 Subparts HH (municipal waste landfills) or TT (industrial waste landfills), and supporting documentation. See Section 7.9.

3.3 ELIGIBILITY

3.3.1 ELIGIBLE ENTITIES

In order to receive an award under this RFGP, Applicants must be eligible entities that own or operate the landfill where the methane mitigation technology or equipment will be installed. The site where the Project will take place may be anywhere within the state of Oregon.

3.3.2 INELIGIBLE ENTITIES AND CO-APPLICANTS

Technology, service, utility, engineering, construction, or contractor companies who do not own or operate the landfill are ineligible to apply directly. These entities may partner with Applicants to support the Applicant's responses to this RFGP and may be identified in the proposal as a Co-Applicant (but not the Primary Applicant). Submission of a Co-Applicant Organization Information Sheet is required in this case. See Appendix B. If there is an existing legal partnership between the Primary Applicant and the Co-Applicant, please share documentation and describe the legal agreement. If awarded, the Primary Applicant will be responsible for all project completion and reporting responsibilities described in the RFGP.

Any entity that is excluded, disqualified or debarred from receiving federal assistance and on the Federal Suspension and Debarment list is ineligible to receive an award under this RFGP.

3.3.3 ELIGIBLE PROJECT COSTS

- Applicants may include eligible Project costs incurred beginning no earlier than the date that the subaward agreement is executed.
- Eligible costs include costs that directly support Project implementation, including:
 - Construction, procurement, and installation of equipment or materials
 - Final engineering, construction verification, and reporting
 - Personnel time directly attributable to the Project
 - Monitoring and verification activities
 - Fees for required permits, permit modifications, or solid waste engineering design reports, plans and specifications
 - Necessary professional services
 - Applicable Insurance costs
 - Indirect costs up to a maximum of 15% of total Project costs, in line with 2 CFR 200 Subpart E, unless Applicant has a federally negotiated indirect rate.

3.3.4 INELIGIBLE PROJECT COSTS

- Pre-award costs incurred before subaward agreement execution
- Costs for work performed outside the approved Project scope
- Excessive or unreasonable costs

3.3.5 PROJECT AWARD RANGES

- DEQ understands that costs may vary widely based on the type of mitigation technology proposed, the size of the Project, and other site-specific considerations. DEQ will consider Proposals for Projects up to \$3,300,000 per landfill (in the form of either a single Project costing \$3,300,000 or multiple Projects that in total cost \$3,300,000).
- Applicants may apply for multiple Projects. A separate and complete Proposal submission is required for each individual Project.

3.3.6 ELIGIBLE PROJECTS

Eligible Projects must meet the requirements of “Type 1” or “Type 2” as described below to qualify for the program. Applicant must:

- Identify which type its Project qualifies for, either Type 1 or Type 2;
- Submit a regulatory analysis demonstrating that the Project meets the eligibility criteria for the applicable type. The regulatory analysis may be brief, but it must be supported by relevant citations and calculations; and
- Submit an Attestation regarding the eligibility requirements (See Type 1 Attestation, Appendix C; or Type 2 Attestation, Appendix D).

3.3.7 TYPE 1 ELIGIBILITY

Type 1: Projects at any landfill in Oregon that result in methane emissions reductions above and beyond what is required by all applicable federal and state air quality and solid waste regulations.

3.3.8 TYPE 2 ELIGIBILITY

Type 2: Projects at Municipal Solid Waste landfills that have a design capacity less than 2.5 million megagrams (Mg) or 2.5 million cubic meters (m³) and are not a major source of hazardous air pollutants (HAPs) or collocated with a major source of HAPs. The Applicant must demonstrate that Project funds will be used to comply with AND exceed applicable requirements of Oregon’s landfill gas requirements, OAR chapter 340, Division 239. In addition, the Applicant must demonstrate that it complies with applicable state solid waste regulations.

3.3.9 ELIGIBLE PROJECT EXAMPLES

- Eligible Projects may include, but are not limited to:
 - fine-tuning of existing gas collection systems;

- gas collection and control at landfills in cases where it is not otherwise required, or the expansion of an existing GCCS system to one or more uncontrolled areas at the site;
- enhancement of oxidation layers (bio cover);
- enhancement of automation of gas control systems;
- diversion of more landfill gas to a gas-to-energy facility; or
- operational or design modifications at the landfill that minimize the creation of methane in the landfill:
- Waste diversion activities are not eligible because these activities are upstream of landfill methane generation.

SECTION 4: PROPOSAL REQUIREMENTS

4.1 INFORMATION REQUEST AND RISK ASSESSMENT

Applicants must return the Organization Information Sheet, which includes the following information required to assess risk and verify organization eligibility for these funds:

- Contact information: Point of contact name, phone, email address.
- Name, position, and signature of the person authorizing submittal of the Proposal. Failure by the Applicant's authorized representative to sign the Proposal may result in the rejection of the Proposal by DEQ.
- UEI SAM number or the ability to obtain this number prior to entering a contract with DEQ under this program. See Section 7.10.
- Certification that the Applicant has read and will comply with Build America, Buy America (BABA) requirements. See Section 4.12 and Sections 7.2 and 7.3.
- Certification that the Applicant has read and will comply with Davis Bacon and Related Acts (DBRA). See Section 4.11 and Sections 7.4, 7.5, 7.6 and 7.8.
- Certification that the Applicant has read the SAP Template and will provide a completed SAP within 90 days of signing the subaward agreement, as required by DEQ and the U.S. EPA under this program. See Appendix G.
- Certification that the Applicant will submit a completed Performance Plan within 60 days of subaward agreement execution, as required by DEQ. See Performance Plan Template, Appendix F.
- Certification of ability to provide Programmatic Activity reporting and GHG Emissions Reductions reporting, as required by DEQ under this program.

4.2 PROJECT DESCRIPTION SUMMARY

Applicants must provide a Project summary that concisely describes the Project objectives, the type of methane mitigation technology to be implemented, and the outcomes of the Project. The summary should include:

- The name and location of the landfill site
- If applicable, specific area of the site where the Project will apply
- A brief description of the proposed methane emissions mitigation technology
- Key activities and major phases of the Project
- Expected methane emissions reductions (in metric tons CO₂e). See Section 4.3

- A high-level timeline and total budget estimate
- Summary of any key partners involved
- Brief description of how this Project meets eligibility for Type 1 or for Type 2.

4.3 SITE-SPECIFIC CONDITIONS

Applicants must provide the following Landfill Characteristics:

- The name, address, and geographic location of the landfill
- Waste composition
- Total size of the landfill in acres or square feet and size of the Project area in acres or square feet
- Average and maximum thickness of the landfill within the Project area
- Age of landfill and waste age variability within the limits of the proposed Project
- Climate conditions, including temperature and annual precipitation
- If applicable, a description of existing gas management systems
- Seasonal maximum liquid levels within the landfill (estimated if not measurable)
- If applicable, historical or expected technical issues and potential extreme events that may affect the long-term efficacy of this Project, such as severe storms, flooding, surface fires, or other issues of concern

4.4 PERMITTING AND DESIGN PLAN REQUIREMENTS

If awarded, the Applicant may be responsible for submitting the following documentation, depending on the Project's complexity: applicable permit applications and permit modifications; a design report (or design basis memorandum for less complex Projects) including final engineering rationale, calculations and analysis; final design plans and specifications or design plan modifications; a construction quality assurance plan and a final construction report to its respective DEQ Air Quality or Solid Waste Project Managers/Permit Writer(s) prior to the implementation phase of the Project. Permitting and design plan costs directly related to the Project are eligible Project costs under this program. The Applicant must consider DEQ requirements concerning permitting and design updates when creating the Project timeline and budget.

4.5 GENERAL DATA REQUIREMENTS

Applicants must submit the following:

- Modeled projection of GHG emissions through 2050 **without** intervention (Landfill Emission Reduction Grant funding).
- Modeled projection of GHG emissions reductions through 2050 **with** proposed intervention. Calculations for greenhouse gas emissions reductions should be based on avoided methane emissions due to the Project.
- All modeling must be performed using calculation methods contained in 40 CFR Part 98 Subparts HH (municipal waste landfills) or TT (industrial waste landfills) Greenhouse Gas Reporting Methodology (See Section 7.9). Applicant must "show

its work” including all relevant data inputs and modeling parameters, in sufficient detail to allow DEQ to independently check modeling results.

- Applicants may supplement modeled projection of GHG emissions reductions **with** proposed intervention with alternative calculation methods if the calculations in 40 CFR Part 98 Subparts HH (municipal waste landfills) or TT (industrial waste landfills) do not account for the proposed reduction methodology; and must include sufficient documentation to justify the methods used. The Applicant must submit this alternative in addition to the 40 CFR Part 98 Subparts HH (municipal waste landfills) or TT (industrial waste landfills) methodology and include a detailed justification of how the alternative calculation methodology is more appropriate for the Project.
- Description of how Project emissions reductions will be measured. Due to the wide range of eligible mitigation technology, DEQ is not providing a specific model to use for measuring emissions reductions. The Applicant must submit the following:
 - Description of the emissions reduction estimation method, including all applicable measurements, monitoring, sampling, and analysis.
 - Detailed information on how the reduction projections are prepared.

If awarded, the Applicant will be subject to the following data requirements:

- Emissions reductions reporting must be conducted at the frequency described in reporting schedule under the Subaward Agreement throughout the Project using the methods described in the Sampling and Analysis Plan (SAP). The SAP defines the testing, monitoring and sampling procedures, responsibilities, quality controls, and data management practices required to ensure that GHG (and co-pollutant, as applicable) data collected are accurate and meet the Project’s quality objectives. See Appendix G.
- When available, emissions reductions measurement data must be collected during the Project term and compared to the estimated (modeled) reductions.
- For Type 2 Projects, final GHG reporting will require marginal GHG reduction calculations that exceed reductions used to meet OAR Chapter 340, Division 239 requirements related to the Project.

4.6 DESCRIPTION OF MITIGATION TECHNOLOGY

- Mitigation technologies must effectively reduce methane emissions in line with Project goals. Proposals should include design concepts, preliminary technical specifications, evidence of effectiveness, and a justification for the selected mitigation technology’s appropriateness for the Project site.
- Applicants must submit attachments describing manufacturing data, journal articles, case studies, or other supporting evidence of the effectiveness of the mitigation technology. This will be used by DEQ to analyze the GHG reduction modeled data submission.
- Applicants must submit, in years, an estimate of the useful life of equipment or mitigation technology along with evidence and justification. Useful life of equipment or mitigation technology must be considered in the Projected Emissions Reduction modeling submission (with Intervention) as described in Section 4.7.3.

4.7 OUTCOME MEASUREMENT: GHG REDUCTION MODELING AND MEASUREMENT

4.7.1 PROJECTED BASELINE EMISSIONS (WITHOUT INTERVENTION)

Applicants must provide comprehensive modeling of projected GHG emissions starting from agreement execution through 2050 assuming no implementation of the proposed mitigation technology. This baseline projection must:

- Utilize methodologies consistent with 40 CFR Part 98 Subparts HH (municipal waste landfills) or TT (industrial waste landfills) (EPA Greenhouse Gas Reporting Program) requirements for landfill emissions modeling
- Waste acceptance rate projections must be consistent with waste acceptance rate average for the past 10 years. Documentation demonstrating 10-year historical data must be submitted as a supplementary document. Projections through 2050 must use the 10-year average waste acceptable rate unless specific documentation or information is provided with the application to justify the variance.
- 10-year historical data of waste characterization must be submitted
- The Applicant must “show its work” and demonstrate how the data inputs (variables) for the 40 CFR Part 98 Subparts HH (municipal waste landfills) or TT (industrial waste landfills) methodology were calculated
- Account for all applicable landfill characteristics addressed in Section 4.2.2 above, including, but not limited to, waste composition, age, climate conditions, and existing gas management systems
- Present annual methane emission projections in metric tons CO₂ equivalent (MTCO_{2e}) using global warming potentials specified in 40 CFR Part 98 Subparts HH (municipal waste landfills) or TT (industrial waste landfills)
- Include documentation of all model inputs, assumptions, and calculation methods

4.7.2 OPTIONAL SUPPLEMENTAL DATA

Where available, Applicants may supplement model projections with site-specific historical emissions data from the past five (5) years and provide:

- Real emissions data from existing monitoring systems or previous measurements
- Hypothesized explanation of any significant variances between modeled and actual historical emissions
- Supplemental data will not be used for scoring. It will inform future estimates of Project efficacy.

4.7.3 PROJECTED EMISSIONS REDUCTIONS (WITH INTERVENTION)

Applicants must demonstrate the GHG reduction potential of the proposed mitigation technology by providing:

- Landfill emissions modeling, with intervention, utilizing methodologies consistent with Subparts HH (municipal waste landfills) or TT (industrial waste landfills) of 40 CFR Part 98 (EPA Greenhouse Gas Reporting Program). Applicants may supplement

this modeling with additional alternative calculation methods if the 40 CFR Part 98 Subparts HH (municipal waste landfills) or TT (industrial waste landfills) equations do not account for the proposed reduction methodology; and must include sufficient documentation to justify the methods used. Annual projected methane emission reductions starting July 2026 through 2050 resulting from Project implementation

- Calculations should estimate avoided methane emissions due to capture, generation reduction (prevention), destruction, beneficial use, or limiting the generation of landfill gas
- Calculations should reflect the useful life of the technology or equipment implemented, See Section 4.6
- If there is existing methane mitigation technology at this site, a description of how the GHG data collected will be differentiated from other existing data sources

4.7.4 GHG MONITORING AND SAMPLING AND ANALYSIS PLAN (SAP)

Applicants must describe, to the best of their abilities upon the date of the proposal submission, the performance monitoring standards as outlined in SAP template, including procedures, responsibilities, quality controls, and data management practices required to ensure that GHG data collected are scientifically valid, legally defensible, and meet the Project's defined quality objectives.

If awarded, as the first task of the Project, the successful Applicant will be responsible for submitting a (SAP) within 60 to 90 days of subaward agreement execution. The timeline will depend on complexity of the Project. If a submitted SAP does not meet standards for DEQ approval, the successful Applicant will be required to resubmit the SAP to receive DEQ approval. An SAP that is not approved by DEQ after the submission deadline may result in termination of the funding agreement and cost recovery. The Applicant can invoice DEQ for eligible Project expenses (including completion of the SAP) upon DEQ's approval of a finalized SAP. See Appendix G for the SAP template. The successful Applicant will be responsible for submitting GHG data to DEQ.

4.7.5 PROJECT WORKPLAN AND TIMELINE

Applicants must provide a comprehensive Project workplan that demonstrates the feasibility, sequencing, and timeline for successful implementation of the proposed methane emissions mitigation technology or equipment. The workplan must clearly identify all major Project phases, deliverables, milestones, and dependencies.

4.7.6 Example Project Phase Structure

This is an example overview of major Project phases, and awarded Projects may include different Project details. This example does not include required workplan elements (feasibility, sequencing, and timeline), or necessary details (deliverables, milestones, and dependencies).

- **Pre-Implementation Phase:**
 - Finalization and approval of Sampling and Analysis Plan

- Air Quality and Solid Waste permitting requirements
- Procurement and contracting activities
- Site preparation and access arrangements
- Stakeholder coordination and communication
- Final engineering design plans and specifications completion
- **Implementation Phase:**
 - DEQ review and approval of final engineering design
 - Equipment procurement and delivery
 - Site preparation and infrastructure development
 - Technology installation
 - System testing and optimization
 - Staff training and operational procedures development
 - Initial performance verification
- **Operational Phase:**
 - Ongoing system operation and maintenance
 - Performance monitoring and data collection
 - Regular reporting and compliance activities
 - Adaptive management and system optimization
 - Emissions reduction verification

4.7.7 PROJECT TIMELINE

Provide a comprehensive timeline that includes:

- **Start Dates:** Clearly defined Project commencement and completion dates
- **Major Milestones:** Key Project achievements with specific target dates including, but not limited to:
 - Completion of final engineering design and specifications
 - Completion of applicable permitting requirements and DEQ approval
 - Equipment procurement and delivery
 - Contracting for services provided
 - Installation commencement and completion
 - Initial operation
 - Quarterly program activity reporting
 - GHG emissions reduction reporting.
 - Project completion and final reporting
- **Contingency Planning**
 - Identification of activities that could delay overall Project completion
 - External factors or approvals required for Project progression
 - Alternative approaches for addressing potential delays or technical issues

4.7.8 RESOURCE ALLOCATION AND MANAGEMENT

- Personnel Requirements
- Project team structure and responsibilities
- Identify name, position, relevant experience, and duties regarding Proposal
- Technical expertise requirements and availability
- Training needs
- Coordination with existing landfill operations staff
- Equipment and Materials
- Procurement timeline and delivery schedules
- Installation sequencing and resource requirements
- Quality control procedures
- Spare parts and maintenance supply planning

4.7.9 ONGOING MAINTENANCE PLANNING

Applicants must demonstrate the capacity and commitment to maintain the methane mitigation Project throughout the useful life of the equipment or to ensure continued performance and emissions reduction benefits.

Applicants must provide a detailed maintenance plan that includes:

- Preventive maintenance schedules for all major system components
- Routine inspection and monitoring procedures
- Predictive maintenance strategies based on equipment performance data
- Emergency response and repair procedures

4.8 BUDGET

4.8.1 BUDGET NARRATIVE

Applicants must provide a comprehensive budget narrative that demonstrates the cost-effectiveness, reasonableness, and necessity of all proposed Project expenditures. The budget narrative must align with the proposed Project workplan and timeline, describe how it will comply with relevant requirements of BABA and DBRA (see Sections 4.10 and 4.11, below), clearly justify how each cost category supports successful implementation of the methane mitigation technology, and include budget monitoring and controls. See Section 3.3.3 and 3.3.4 for eligible and ineligible expenditures.

Consultants have a maximum daily rate outlined in 2 CFR1500.10, See Section 7.1.

Costs must be reasonable, as defined by 2 CFR 200.404. See 2 CFR 200 Subpart E for more information on budgeting, Section 7.7.

4.8.2 REQUIRED BUDGET COMPONENTS

A line-item budget using the format in the Sample Line-Item Budget Template in Appendix E, or equivalent. Provide a complete breakdown of total Project costs, including:

Capital Expenses:

- Equipment procurement costs with detailed specifications
- Installation and construction expenses
- Site preparation and infrastructure development
- Professional services for engineering, design, and permitting
- Contingency allowances and justification for percentage used

Operating Expenses:

- Personnel costs including wages, benefits, and time allocation
- Utilities and ongoing operational costs
- Maintenance and repair expenses
- Insurance and regulatory compliance costs
- Training and capacity building expenses

Monitoring and Reporting Costs:

- Monitoring equipment procurement and installation
- Data collection and analysis expenses
- Reporting and documentation preparation

Administrative Costs:

- Project management and oversight expenses
- Financial management and accounting services
- Legal and regulatory compliance support

4.8.3 BUDGET MANAGEMENT AND CONTROLS

Accounting and Tracking:

- Description of financial management and accounting systems
- Procedures for tracking expenditures by cost category
- Documentation and record-keeping procedures

Budget Monitoring and Control:

- Process for monitoring expenditures against approved budget
- Procedures for identifying and addressing budget variances

4.9 BUILD AMERICA, BUY AMERICA (BABA) REQUIREMENTS

If awarded, Applicants would be subjected to all federal requirements and regulations. Certain Projects that may be subject to domestic content sourcing requirements under the Build America, Buy America (BABA) provisions of the [Infrastructure Investment and Jobs Act \(IIJA\)](#) (P.L. 117-58, §§70911-70917). These provisions apply when an Applicant uses federal funds for the purchase of goods, products, and materials on any form of construction, alteration, maintenance, or repair of public infrastructure in the United States. The Buy America preference requirement applies to all of the iron and steel, manufactured products, and construction materials used in an infrastructure project under an award for identified [EPA financial assistance funding programs](#).

These sourcing requirements require that all iron, steel, manufactured products, and construction materials used in federally funded infrastructure projects must be produced

in the United States. The Applicant must implement these requirements in its procurements, and these requirements must flow down to all subawards and contracts at any tier. For legal definitions and sourcing requirements, the subrecipient must consult [EPA's Build America, Buy America website](#).

While compliance with BABA is the responsibility of the Applicant, the provision's requirements generally apply to any of the entities that the subrecipient works with to complete the Project. This means that project planning should include planning for how contractors, consultants, etc. will be expected to understand BABA requirements and provide assurances and documentation of their ability to comply with them throughout the Project lifecycle.

Applicants should plan to develop and implement a system for tracking the use of American-made products for all contracts, subcontractors, and other stakeholders involved in the Project delivery phase. The Applicant should consider a tracking and reporting system during the application phase to plan for monitoring compliance costs related to compliance and reporting into the Proposal budget.

When supported by the rationale provided in P.L. 117-58, §70914, DEQ may submit a request for a waiver to the EPA on behalf of the Applicant. The Applicant should contact DEQ's Single Point of Contact (SPC) for further guidance. A list of approved EPA waivers is available on the [Build America, Buy America website](#). See Sections 7.2 and 7.3.

4.10 DAVIS BACON AND RELATED ACTS PREVAILING WAGE REQUIREMENTS

If awarded, Applicants would be subject to all federal requirements and regulations. As required by § 314 of the Clean Air Act, grants for construction activities will be subject to prevailing wage requirements as determined by the U.S. Department of Labor under the Davis-Bacon Related Acts (42 USC §7614) authority.

The [Davis-Bacon](#) and Related Acts ("DBRA"; for CERTA, the Clean Air Act is the "Related Act") require that all contractors and subcontractors performing construction, alteration, or repair (including painting or decorating) work under federal contracts in excess of \$2,000 pay their laborers and mechanics (and under certain conditions, watchmen/guards and working foremen) not less than the locally prevailing wage and fringe benefits for the geographic location. This applies if the contract is funded entirely or in part with CERTA funds.

Even if the CERTA funds are only funding non-construction parts of a Project, Davis-Bacon labor standards and prevailing wage requirements may apply to all applicable construction activities, regardless of the number of discrete contracts or financial awards involved so long as all are closely related in purpose, time, and place. The overtime provisions of the Fair Labor Standards Act may also apply to Davis-Bacon Act-covered contracts.

NOTE: DBRA labor standards still apply even if contractors/subcontractors are also Tribal members. However, DBRA labor standards do not apply when a government entity (including a Tribal government) is using their own employees to complete construction

activities for a Project. See Sections 7.4, 7.5, 7.6, and 7.8.

Below is an overview of the general roles and responsibilities of the EPA, Grant recipients and Subrecipients (also known as “contracting agencies”), and contractors and subcontractors for purposes of DBRA compliance.

U.S. Environmental Protection Agency	Grant Recipient /Subrecipient (“Contracting Agency”)	Contractor/Subcontractor
<ul style="list-style-type: none"> -Ensures that DBRA applicability and compliance instructions are included in all grant award terms and conditions. -Oversees grant recipient to make sure they are in compliance with DBRA. -Reserves the right to audit grant recipient for DBRA compliance. -Supports grant recipient (DEQ) with informational resources and clarifications on DBRA. 	<ul style="list-style-type: none"> -Ensures that DBRA contract provisions and appropriate wage determinations are included in all contracts (and subawards to subrecipients). -Oversees DBRA compliance for contractors and subrecipients. -Reviews certified payrolls from contractors. -Performs confidential employee interviews periodically to ensure that the work actually being done by workers and mechanics is consistent with corresponding job titles and wages reported on certified payrolls. 	<ul style="list-style-type: none"> -Posts a notice (including the Davis-Bacon poster and any applicable wage determination) at the site of work in a prominent and accessible place where it may be easily seen by employees. -Pays DBRA-covered employees weekly for all hours worked. -Maintains basic records and certified payrolls (for up to 3 years after the completion of the work). -Submits basic records to contracting agencies upon request. -Submits weekly certified payrolls (accompanied by a signed “Statement of Compliance”) to the contracting agency, listing specific job classification and wages for each employee.

4.11 QUESTIONS / REQUESTS FOR CLARIFICATIONS

Applicants requesting additional information or clarification regarding this RFGP must email them to the SPC prior to the Questions and Clarification deadline listed in the schedule in Section 1.3. DEQ may not be able to respond to questions received after this deadline.

SECTION 5: PROPOSAL EVALUATION AND SCORING

5.1 EVALUATION

DEQ will evaluate written Proposals for completeness of items in Section 3 and Section 4. A technical review of completeness may assess engineering rationale, data quality, GHG projections, and regulatory analysis accompanying the Type 1 or Type 2 attestation. Responsive Proposals by eligible Applicants will be reviewed by the Evaluation Committee

comprised of DEQ employees, utilizing the scoring matrix in Section 5.2. Outcome of the evaluation process may include, but is not limited to:

- Further steps to gather additional information for evaluation.
- Further steps to correct or augment submitted information.
- Cancellation of the RFGP and re-issuance of the RFGP in the same or revised format.
- No further action by DEQ with respect to the RFGP.
- Notice to the Applicant(s) of selection of intent to award.
- Notice to Applicant of selection and intent to award at reduced dollar amount or scope.
- Notice of voluntary option for Applicant to be held on a waitlist for potential award in the event additional funding is made available for this program.
- Notice to Applicant(s) of non-selection and no intent to award.

5.2 SCORING

The Evaluation Committee will consider the thoroughness of Applicant's documentation and use the scoring matrix below. Applicants must include documentation sufficient for the scoring criteria outlined within this RFGP.

Minimum Qualifications and Eligibility Requirements (Pass/Fail)

Documentation satisfies the minimum qualification and eligibility requirements as outlined in Section 3.

Scoring Matrix: 105 Point Maximum

Project Workplan, Timeline, and Scope (25 points possible)

The Project workplan, timeline, and scope are clearly articulated, feasible, and comprehensive.

Budget (10 points possible)

Line-item budget aligns with the proposal narrative and requirements and provides clear descriptions of all expenditures.

Innovation (5 points possible)

Creative approaches or technologies that have demonstrated potential to enhance methane mitigation efforts at other landfills are implemented in the proposed Project.

Cost Effective GHG Reduction (60 points possible)

An assessment of cost-effectiveness defined as GHG emissions reduction from the date of anticipated award (July 2026) through December 31, 2049, divided by Landfill Emission Reduction Grant funds requested (MT CO₂e per dollar). The qualifying Proposal with the highest cost-effectiveness will receive 60 points, while other proposals will receive fewer than 60 points, in proportion to their cost-effectiveness relative the most cost-effective proposal.

Type 1 Project: (5 points possible)

Project Proposals that successfully demonstrate their qualification as a Type 1 Project will receive 5 bonus points.

RANKING OF APPLICANTS

Once the Evaluation Committee has completed its scoring, the SPC will average the scores for each Proposal in a given round of competition (calculated by totaling the points awarded by each Evaluation Committee member and dividing by the number of members).

he SPC will determine the rank of each Proposal, with the highest score receiving the highest rank, and successive rank order determined by the next highest score.

DEQ may, in its sole discretion, determine a successful Applicant with no additional rounds of competition. If additional rounds are conducted, DEQ will rank advancing Applicants at the conclusion of each subsequent round and may determine a successful Applicant at any time during the solicitation process.

At the conclusion of a round of competition, DEQ may choose to conduct additional round(s) of competition if in the best interest of the State. Additional rounds of competition may consist of, but will not be limited to:

- Interviews
- Presentations/Site Visits/Demonstrations/Additional Submittal Items
- Discussions and submittal of revised Proposals
- Serial or simultaneous negotiations
- Best and Final Offers

5.3 CANCELLATION OF RFGP; REJECTION OF PROPOSAL; NO DAMAGES

DEQ may reject any or all Proposals in-whole or in-part or may cancel this RFGP at any time when the rejection or cancellation is in the best interest of the State or DEQ, as determined by DEQ. Neither the State, DEQ, nor any State agency is liable to any Applicant for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFGP or an Agreement award, or the rejection of any Proposal.

SECTION 6: AWARD AND NEGOTIATION

6.1 AWARD DECISIONS AND NOTIFICATION PROCESS

After the RFGP closes, the DEQ Evaluation Committee will objectively review, score, and rank all Responsive Proposals.

DEQ will notify all Applicants that DEQ intends to award an Agreement to the selected Applicant(s) subject to successful negotiation of any negotiable provisions. The notification will include the decision, amount to be awarded, and the next steps for accepting the decision and requirements for engaging with DEQ on the grant award process. DEQ reserves the right to award less than the funding amount described in this RFGP.

Applicants who are not selected for an award will receive an electronic communication notifying them they were not selected. They may request a meeting with DEQ to discuss

scoring within 30 calendar days of receipt of the electronic communication.

6.2 NEGOTIATION

After selection of successful Proposals, awarded Applicants and DEQ may enter into agreement negotiations. However, DEQ is not required to make any changes, and some provisions cannot be modified. By submitting a Proposal, the Applicant agrees to comply with the requirements of the RFGP, including the terms and conditions of Appendix H. DEQ will not negotiate most terms and conditions, including, but not limited to, the following:

- Choice of law
- Choice of venue
- Constitutional requirements
- Applicable federal and state law requirements

However, the terms listed below may be negotiated with DEQ:

- Method and timing of disbursements
- Budgeted costs where DEQ is funding at a reduced level scope

In the event that the parties have not reached mutually agreeable terms within 60 calendar days, DEQ may terminate negotiations and commence negotiations with the next highest ranking Applicant.

6.3 RECIPIENT REQUIREMENTS

6.3.1 INSURANCE

Prior to agreement execution, the Applicant shall secure and demonstrate to DEQ proof of insurance as required in this RFGP or as negotiated. Insurance Requirements are found in Exhibit B of Appendix H. Successful Applicants will be required to carry insurance that represents the level and type of risk that their Project may have. Risk can vary widely based on factors such as potential injury, property damage, and equipment purchases. The main insurance categories include commercial general liability, automobile liability, professional liability, and directors' and officers' coverage. Insurance requirements for a given category may range from \$1,000,000- \$10,000,000. Final minimum requirements for category and coverage will be determined on a Project basis and DEQ anticipates providing these requirements to the successful Applicant with the Notice of Intent to Award. Insurance costs are allowable as part of the Proposal Budget as outlined in [2 CFR 200.447](#).

6.3.2 REPORTING

Subrecipients will be required to report on: (1) programmatic activity and (2) GHG data. Applicants should review the Sample Subaward Agreement for reporting requirements.

Subrecipients will be required to comply with the Sampling and Analysis Plan (SAP). The SAP defines the testing, monitoring and sampling procedures, responsibilities, quality controls, and data management practices required to ensure that GHG data collected are accurate and meet

the Project's quality objectives. See Section 4.3.4 and Appendix G.

6.3.3 No Implied Waiver, Cumulative Remedies.

The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and are not exclusive of any remedies provided by law. DEQ may, in its sole discretion, pursue any remedy or remedies singly, collectively, successively, or in any combination or order.

SECTION 7: RESOURCES

- 7.1 Maximum Daily Pay Rate, 2 CFR 1500.10
 - [Webpage Link](#)
- 7.2 BABA EPA CPRG Frequently Asked Questions
 - [Webpage Link](#)
- 7.3 BABA EPA Resources
 - [Webpage Link](#)
- 7.4 CPRG FAQ Guidance Document on DBRA
 - [PDF Document](#)
- 7.5 DBRA Contract Provisions for EPA Grants
 - [Webpage Link](#)
- 7.6 DBRA Requirements for EPA Subrecipients
 - [Webpage Link](#)
- 7.7 Direct and Indirect Costs, 2 CFR 200 Subpart E
 - [Webpage Link](#)
- 7.8 DOL Recorded Webinars & Slides on DBRA
 - [Webpage Link](#)
- 7.9 EPA GHG Reporting Methodology, 40 CFR Part 98 Subparts HH (municipal waste landfills) or TT (industrial waste landfills)
 - [Webpage Link](#)
- 7.10 UEI number (required for all awarded entities)
 - [SAM.gov Link](#)

SECTION 8: APPENDICES

All attachments are available on the website for individual download.

- Appendix A. Organization Information Sheet (Required for Section 3.3.1 and 4.1)
- Appendix B. Co-Applicant Organization Sheet (If there is a Co-Applicant, required for Section 3.3.2 and 4.1)
- Appendix C. Type 1 Attestation of Regulatory Compliance Sheet (Required for Section 4.1)

- Appendix D. Type 2 Attestation of Regulatory Compliance Sheet (Required for Section 4.1)
- Appendix E. Sample Line-Item Budget Template (Required for 4.9)
- Appendix F. Performance Plan Template (Required within 60 days of Grant Agreement Signature)
- Appendix G. Sampling and Analysis Plan Template (Required within 60-90 days of Grant Agreement Signature)
- Appendix H. Sample Subaward Agreement Template

Appendix A. Organization Information Sheet

ORGANIZATIONAL INFORMATION SHEET: LANDFILL EMISSIONS REDUCTION GRANT

Instructions: Complete all sections of this form. All information must be accurate and current. Attach additional pages if necessary.

APPLICANT INFORMATION

Organization Type: (Please select all that apply)

☐ Private Entity ☐ Government Entity ☐ Non-Profit ☐ Tribal Government

Applicant Legal Name: _____

Applicant Company/Organization Name: _____

Oregon Secretary of State Registration Number: _____

UEI SAM Number: _____

(If not available, certification that UEI SAM number can be obtained prior to contract execution)

Mailing Address: _____

City/State/ZIP: _____

Primary Contact Name: _____

Title/Position: _____

Telephone: _____

Email: _____

FACILITY INFORMATION

Facility Common Name: _____

Facility Street Address: _____

City/State/ZIP: _____

County: _____

Latitude/Longitude: _____

TRS and tax lot number(s): _____

Permits and Permit Numbers: *including, but not limited to Oregon DEQ solid waste facility permit and DEQ air quality permit*

LANDFILL PERMITTEE INFORMATION

☐ Same as Applicant (check if permittee is the same entity as Applicant)

Permittee Legal Name: _____

Permittee Company/Organization Name: _____

Oregon Secretary of State Registration Number: _____

Mailing Address: _____

City/State/ZIP: _____

Telephone: _____

Email: _____

PROPERTY OWNER INFORMATION

☐ Same as Applicant (check if property owner is the same entity as Applicant)

Property Owner Legal Name: _____

Property Owner Company/Organization Name: _____

SOS# _____

Mailing Address: _____

City/State/ZIP: _____

Telephone: _____

Email: _____

FACILITY OPERATOR INFORMATION

☐ Same as Applicant (check if operator is the same entity as Applicant)

Operator Legal Name: _____

Operator Company/Organization Name: _____

Mailing Address: _____

City/State/ZIP: _____

Telephone: _____

Email: _____

Applicant CERTIFICATIONS:

- ☐ I certify that the Applicant is eligible to receive federal funding and is not excluded, disqualified, or debarred from receiving federal assistance and is not on the Federal Suspension and Debarment list.
- ☐ I certify that the Applicant has read and will comply with Build America, Buy America (BABA) requirements. See Section 4.10 and Section 7.2.
- ☐ I certify that the Applicant has read and will comply with Davis Bacon and Related Acts (DBRA). See Section 4.11 and Section 7.4.
- ☐ I certify that the Applicant has read the SAP Template and will provide a completed SAP within 90 days of signing subaward agreement, as required by DEQ, Department of Administrative Services, and the U.S. Department of Environmental Quality under this program. See Section 4.1.
- ☐ I certify that the Applicant will submit a completed Performance Plan within 60 days of signing the subaward agreement, as required by DEQ. See Performance Plan Template Section 4.1.
- ☐ I certify that the Applicant, if awarded, will provide quarterly programmatic activity reports as required by DEQ
- ☐ I certify that the Applicant, if awarded, will provide GHG emissions reporting at the schedule as required by DEQ.

AUTHORIZATION:

Authorized Representative Name: _____

Title/Position: _____

Signature: _____

Date: _____

Note: Failure of the Applicant's authorized representative to sign this Organization Information Sheet may result in the rejection of the Proposal by DEQ.

Appendix B. Co-applicant Organization Sheet

CO-APPLICANT ORGANIZATION INFORMATION SHEET: LANDFILL EMISSIONS REDUCTIONS GRANT

Please Note: Technology, service, utility, engineering, construction, and contractor companies are ineligible to apply as a Primary Applicant. Please see primary applicant eligibility in section 3.31 of the RFGP. These entities may partner with a primary applicant to support their responses to this RFGP and may be identified in the proposal as a co-applicant (but not the primary applicant).

Important: Any entity that is excluded, disqualified, or debarred from receiving federal assistance and on the Federal Suspension and Debarment list is ineligible to receive funding under this opportunity.

Responsibility: If awarded, the primary applicant will be responsible for all reporting responsibility described in the RFGP.

CO-APPLICANT ORGANIZATION INFORMATION

Legal Name: _____

Company/Organization Name: _____

Oregon Secretary of State Registration Number (If applicable): _____

UEI SAM Number: _____

☐ If not available, I certify that UEI SAM number can be obtained prior to contract execution

Mailing Address: _____

City/State/ZIP: _____

Primary Contact Name: _____

Title/Position: _____

Telephone: _____

Email: _____

Partnership Information

Does an existing legal partnership exist between the Primary applicant and this Co-applicant? ☐ Yes ☐ No

If Yes, please describe the legal agreement:

Legal Partnership Documentation: ☐ Documentation attached ☐ Documentation to be provided separately ☐ Not applicable

FEDERAL FUNDING ELIGIBILITY CERTIFICATION

Applicant Certification:

☐ I certify that the co-applicant is eligible to receive federal funding and is not excluded, disqualified, or debarred from receiving federal assistance and is not on the Federal Suspension and Debarment list.

AUTHORIZATION

Authorized Representative Name: _____

Title/Position: _____

Signature: _____

Date: _____

Note: Failure of the applicant 's authorized representative to sign this Organization Information Sheet may result in the rejection of the Proposal by DEQ.

Type 1 Attestation

Type 1: Projects at any landfill in Oregon that result in methane emissions reductions above and beyond what is required by all applicable federal and state air quality and solid waste regulations.

Type 1– Requirements to Review, as applicable to the proposed project:

- Requirements in Oregon's Landfill Gas Emissions regulations, [Oregon Administrative Rules \(OAR\) Chapter 340, Division 239](#).
- Requirements in Oregon's Solid Waste regulations, OAR Chapter 340 Divisions 093, 094, and 095.
- Requirements for methane emissions monitoring, reporting, collection or control in an Air Contaminant Discharge Permit (ACDP) or Title V Operating Permit.
- Requirements in the Oregon Greenhouse Gas Reporting Program, [OAR Chapter 340, Division 215](#).
- Federal requirements, including:
 - New Source Performance Standards (NSPS), 40 CFR Part 60, subparts XXX and WWW;
 - Emission Guidelines, 40 CFR Part 60, subpart Cc and Cf, including Oregon Administrative Rules implementing these regulations at OAR chapter 340 divisions 236; and
 - National Emissions Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 63, subpart AAAA.

By submitting this proposal, the Applicant hereby attests, warrants, and certifies that:

1. **Above-and-Beyond Enhancement:** The proposed project will result in methane emissions reductions that exceed regulatory requirements. The Applicant attests that the proposed technology, methods, or operational enhancements will achieve methane emission reductions beyond what is required by current applicable federal and state regulations governing the subject landfill facility.
2. **Ongoing Compliance Commitment:** The Applicant commits to maintaining compliance with federal and state requirements applicable to the project for the duration of the project.
3. **Documentation and Information Requests:** The Applicant agrees to submit additional documentation regarding the above attestations in response to DEQ requests for information.

Attestation 1 above must be supported by a regulatory analysis, including relevant citations and calculations. See RFGP Section 4.5.

To be completed by a responsible official for the Applicant:

I am a responsible official for the Organization named below. Based on information and belief after reasonable inquiry, I certify that the above statements are true, accurate and complete.

Signature: _____ **Date:** _____

Name (Print): _____

Title: _____

Organization: _____

Note: Failure of the applicant 's authorized representative to sign this Attestation may result in the rejection of the Proposal by DEQ.

Type 2 Attestation

Type 2: Projects at Municipal Solid Waste landfills that have a design capacity less than 2.5 million megagrams (Mg) or 2.5 million cubic meters (m³) and are not a major source of hazardous air pollutants (HAPs) or collocated with a major source of HAPs. The Applicant must demonstrate that project funds will be used to comply with AND exceed applicable requirements of Oregon's landfill gas requirements, OAR chapter 340 division 239. In addition, the Applicant must demonstrate that they comply with applicable state solid waste regulations.

Type 2 - Requirements to Review:

- Demonstrate that the landfill has a design capacity less than 2.5 million megagrams (Mg) or 2.5 million cubic meters (m³); and
- Demonstrate that the landfill is not a major source of HAPs or collocated with a major source of HAPs.

AND

- Demonstrate that the project meets and exceeds the requirements of Oregon's landfill gas emissions rules, OAR chapter 340 division 239.

AND

- Must comply with requirements that are applicable to the proposed project in Oregon's Solid Waste regulations, OAR Chapter 340 Divisions 093, 094, and 095.

By submitting this proposal, the Applicant hereby attests, warrants, and certifies that:

1. **Type 2 Eligibility Requirements:** The landfill that is the subject of this proposal is a Municipal Solid Waste landfill. The landfill has a design capacity of less than 2.5 million megagrams (Mg) or 2.5 million cubic meters (m³). The landfill is not a major source of HAPs and is not collocated with a major source of HAPs.
2. **Project meets and exceeds state landfill gas requirements.** The proposed project helps the landfill that is the subject of this proposal meet and exceed the requirements of Oregon's landfill gas emissions rules, OAR chapter 340 division 239.
3. **Compliance with state solid waste requirements:** The landfill facility is in compliance with requirements that are applicable to the proposed project in Oregon's Solid Waste regulations, OAR Chapter 340 Divisions 093, 094, and 095, and the proposed project will not lead to any noncompliance with these requirements. The Applicant commits to maintaining full compliance with these requirements throughout the duration of the project.

4. **Documentation and Information Requests:** The Applicant agrees to submit additional documentation regarding the above attestations in response to DEQ requests for information.

Attestations 1-3 above must be supported by a regulatory analysis, including relevant citations and calculations. See RFGP Section 4.5.

To be completed by a responsible official for the Applicant:

I am a responsible official for the Organization named below. Based on information and belief after reasonable inquiry, I certify that the above statements are true, accurate and complete.

Signature: _____ **Date:** _____

Name (Print): _____

Title: _____

Organization: _____

Note: Failure of the applicant 's authorized representative to sign this Attestation may result in the rejection of the Proposal by DEQ.

Appendix E: budget template

Instructions to fill out the Sub-Grant template:

Please include the description of the cost in column A in the Detailed Budget tab under the relevant budget categories. For personnel, please include the title of each staff intending to be paid by this subgrant. Fringe benefits can only be included for personnel working on this subgrant.

Unit cost has been provided in column C. You may change or edit the unit to make it relevant for your project.

Budget categories are established by the Environmental Protection Agency, and cannot be changed. You do not need to include costs in all of the budget categories. If you add rows to a budget category, please ensure all sums are valid.

Please input the costs and/or unit amounts for each line item, under each year the cost will incur. Please note that the project must end in May 2029, and adjust the costs in Year 4 accordingly.

Consultants have a maximum daily rate outlined in 2 CFR1500.10 (<https://www.ecfr.gov/current/title-2/subtitle-B/chapter-XV/part-1500/subpart-D/subject-group-ECFR91e19bb476f6a08/section-1500.10>).

Costs must be reasonable, as defined by 2 CFR 200.404. See 2 CFR 200 Subpart E for more information on budgeting.

Proposal Title:
Name of Applicant:
Location (County, Zip):

Budget Category	Year 1	Year 2	Year 3	Year 4	Total All Years
Personnel	-	-	-	-	\$ -
Fringe Benefits	-	-	-	-	\$ -
Travel	-	-	-	-	\$ -
Equipment	-	-	-	-	\$ -
Supplies	-	-	-	-	\$ -
Consultants	-	-	-	-	\$ -
Contractual	-	-	-	-	\$ -
Other Direct Costs	-	-	-	-	\$ -
Total Direct Costs	-	-	-	-	\$ -
Indirect Costs	-	-	-	-	\$ -
TOTAL	-	-	-	-	\$ -

Proposal Title:
 Name of Applicant:
 Location (County, Zip):

rate: 3%

Description	Unit Type	Year 1 (2026)			Year 2 (2027)			Year 3 (2028)			Year 4 (January - May 2029)			Total Budget
		Unit Cost	Units	Year 1 Total	Unit Cost	Units	Year 2 Total	Unit Cost	Units	Year 3 Total	Unit Cost	Units	Year 4 Total	
PERSONNEL														
Staff														
Name	Position Title	FTE (%)	\$ - 0%	-	\$ - 0%	-	-	\$ - 0%	-	-	\$ - 0%	-	-	-
Name	Position Title	FTE (%)	\$ - 0%	-	\$ - 0%	-	-	\$ - 0%	-	-	\$ - 0%	-	-	-
TOTAL PERSONNEL														
FRINGE BENEFITS														
Name	Position Title	% of base	\$ - 0%	-	\$ - 0%	-	-	\$ - 0%	-	-	\$ - 0%	-	-	-
Name	Position Title	% of base	\$ - 0%	-	\$ - 0%	-	-	\$ - 0%	-	-	\$ - 0%	-	-	-
TOTAL FRINGE BENEFITS														
TRAVEL														
Trip #1														
	Transportation (include to / from)	/RT	\$ - -	-	\$ - -	-	-	\$ - -	-	-	\$ - -	-	-	-
	Per diem (include Country, City)	/day	\$ - -	-	\$ - -	-	-	\$ - -	-	-	\$ - -	-	-	-
TOTAL TRAVEL														
EQUIPMENT (\$5,000 and over per unit)														
Project Equipment														
	/unit	\$ - -	-	-	\$ - -	-	-	\$ - -	-	-	\$ - -	-	-	-
	/unit	\$ - -	-	-	\$ - -	-	-	\$ - -	-	-	\$ - -	-	-	-
	/unit	\$ - -	-	-	\$ - -	-	-	\$ - -	-	-	\$ - -	-	-	-
	/unit		-	-		-	-		-	-		-	-	-
TOTAL EQUIPMENT														
SUPPLIES														
Project Supplies														
	Item	/unit			\$ - -	-	-	\$ - -	-	-	\$ - -	-	-	-
	Item	/unit					-			-			-	-
TOTAL SUPPLIES														
CONSULTANTS														
	Consultant #1	/day	\$ - -	-	\$ - -	-	-	\$ - -	-	-	\$ - -	-	-	-
	Consultant #2	/day		-			-			-			-	-
TOTAL CONSULTANTS														
OTHER DIRECT COSTS														
		\$ - -	-	-	\$ - -	-	-	\$ - -	-	-	\$ - -	-	-	-
				-			-			-			-	-
				-			-			-			-	-
TOTAL OTHER DIRECT COSTS														
SUBAWARDS/SUBCONTRACTS														
	Partner #1	/year	\$ - -	-	\$ - -	-	-	\$ - -	-	-	\$ - -	-	-	-
	Partner #2	/year	\$ - -	-	\$ - -	-	-	\$ - -	-	-	\$ - -	-	-	-
		/year	\$ - -	-			-			-			-	-
TOTAL SUBAWARDS/SUBCONTRACTS														
TOTAL DIRECT COSTS														

Description	Unit Type	Year 1 (2026)			Year 2 (2027)			Year 3 (2028)			Year 4 (January - May 2029)			Total Budget
		Unit Cost	Units	Year 1 Total	Unit Cost	Units	Year 2 Total	Unit Cost	Units	Year 3 Total	Unit Cost	Units	Year 4 Total	
INDIRECT COSTS (IDC rate x MTDC)														
Indirect Costs (up to 15% or federally-negotiated NICRA rate)		# of subs	rate											
		-	15%	-	-		0% -	-		0% -	-		0% -	-
INDIRECT COSTS				-			-			-			-	-
TOTAL COSTS				-			-			-			-	-

Landfill Emissions Reduction Grant

Performance Plan Template

PERFORMANCE METRICS AND TARGETS

Greenhouse Gas Reduction Targets

Metric	Target (2026)	Target (2027)	Target (2028)	Target (2029)	Target (2030)
Annual Methane Emissions Projections (MTCO _{2e})					
Actual Methane Emissions Projects (where available)					
Cumulative Emissions Reduction (MTCO _{2e})					
Reduction Percentage vs. Baseline					

Project Phases and Major Milestones

Phase	Milestone	Target Date	Success Criteria	Responsible Party
Pre-Implementation				
	SAP Approval			
	Permitting/Engineering Documents to DEQ Complete			
	Equipment Procurement			
	Site Preparation			
Implementation				
	Installation Start			
	Installation Complete			
	System Testing			
	Initial Operation			
Operational				
	First Quarterly Program Activity Report			
	First GHG Data Report			



Sampling and Analysis Plan

Landfill Emissions Reduction Grant
(Name of Landfill Project)

Version:

Date:

Control Number:

This document was prepared by
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Project approvals

Submitted by:

_____ **Date**_____

[Insert Responsible Party's Name]

Reviewed by:

_____ **Date**_____

Lori Pillsbury, DEQ Quality Assurance Officer

Approved by:

_____ **Date**_____

Kali Glennhaley, DEQ Climate Pollution Reduction Grant Coordinator

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Overview

This sampling and analysis plan (SAP) is used to supplement the DEQ's Climate Equity and Resilience Through Action (CERTA) quality assurance project plan (QAPP), by ensuring high quality data observations related to the Landfill Emissions Reduction Grant recipient's specific project. The SAP details all aspects of the project's data quality assurance, including how data is managed, observed, assessed, validated, and used. "Sampling", as used in this document, refers to any method of data observation used in the project, and may include manual sampling and automated monitoring.

1. Project Management

1.1 Distribution list

The following personnel will be emailed regarding all aspects of this sampling and analysis plan (SAP). Deviations from this SAP must be communicated in writing (email is acceptable) to all individuals identified in Table 1.

- Instructions: Add any additional personnel that must be contacted regarding all aspects of this SAP. Consider including representatives from all entities involved with the sampling, as needed.

Table 1: Distribution List

Name	Role	Email
Allie Buccini (She/Her/Hers)	DEQ, Climate Grant Analyst	Alison.Buccini@deq.oregon.gov
Lori Pillsbury (she/her/hers)	Interim DEQ, Agency Quality Assurance Officer	lori.pillsbury@deq.oregon.gov
Kali Glennhaley (She/her/hers)	DEQ, Climate Pollution Reduction Grant Coordinator	kali.glenn-haley@deq.oregon.gov
[insert all subaward grantee's relevant personnel]		

1.2 Project/task organization Sampling organization(s)

Sampling organization(s):

- Instructions: In Table 2, add the organizations that will be doing sampling for your project. Add contact information for all types of sampling or data collection occurring.

Table 2: Sampling Organization(s)

Organization Name	Address	Phone	Contact Name

Analytical organization(s):

- Instructions: In Table 3, add the organizations that will be doing sampling analysis for your project.

Table 3: Analytical Organization(s)

Organization Name	Address	Phone	Contact Name	Email

1.3 Problem definition/background

- Briefly describe the grant project, and the related sampling.
- What data is being collected, and what in situ measurements are being made?
- How does the data relate to estimating landfill emissions reductions?
- Describe how you would (if awarded a grant) estimate the GHG (and co-pollutant, where applicable) emissions reductions resulting from the award, and all data points and assumptions (if any) that will be used to provide such estimates.

1.4 Project/task description

- Describe general project objectives and timeline.
- How will data observations or measurement occur, where will it occur, and how often? If the exact frequency is unknown, provide a range for measurement frequency (i.e., every 1-3 months).
- How will data observation and collection locations be selected?
- How will data be collected, stored, calibrated, audited, processed, and analyzed?
- Please describe the monitoring instrument to be used and details about how this instrument will be used to monitor data.

The project will proceed according to the timeline outlined in Table 4.

- Instructions: In Table 4, add project tasks and brief description, along with an “X” in the corresponding quarter. Add rows as necessary.

Table 4: Tasks and project timeline

[illegible]

1.5 Quality objectives and criteria

This project will follow the data quality objectives and performance criteria outlined in the CERTA QAPP (DEQ25-HQ-0017-QAPP). High data quality will be our target for this project, and the project will achieve this by answering and the following:

- How will the project ensure adequate precision?
- How will the project ensure adequate accuracy?
- How will the project ensure adequate sensitivity?
- How will the project capture comprehensive data?
- How will precision, accuracy be ensured for the GHG (and co-pollutant, as applicable) reduction estimates/measurements? Consider the technology used and devices used for measurements, of which the manufacturer/service provider may have accuracy measurements, SOP, and methods. Think broadly about how the fidelity of the environmental information will be assured, will there be a peer review system or other measures to ensure there are no transcription errors, that the information makes sense and is accurate to the best of the sampler/analyst's ability?

1.6 Training Requirements and Certification Describe sampling protocols training

- How will the project maintain consistency among various roles, and identify key roles related to training. For example, will staff be trained on use of any special equipment to facilitate accurate measurement of GHG reductions?

1.7 Documentation and records

All projects will be controlled and revised in accordance with the Document Retention Policy outlined in the CPRG QAPP . For documentation of changes made to this document over time, refer to Table 5. For a summary of the retention policy, please refer to Table 6. The DEQ QAO will distribute the final version of this document and any revisions to those listed in Table 1.

Table 5: Revision History

Revision	Date	Changes	Author
1.0	[INSERT DATE]	Initial Document	[INSERT NAME]

Table 6: Document Retention Policy

Document or Record Name and Description	Storage Location	Storage Time
All documentation associated with the grant project, including equipment notebooks/electronic files – records of raw data, quality control checks, calibrations and maintenance.	Form and location accessible to DEQ if requested.	5 years after successful project completion

2. Data Generation and Acquisition

2.1 Sampling process design

- When will sampling begin and what will be the duration?
- What is the sampling media?
- How will the sampling design, collection, methods, and handling be managed?
- How will any variations from existing standard operating procedures will be documented? For example, using chain of custody forms and/or a laboratory information management system.

- Will any sampling be unique and separate from other projects occurring on the site (not associated with this grant funding)? Please explain.

Table 7: Summary of the sampling locations, media, parameters, and expected number of samples

Station ID *	Name	Description	Lat/Long	Sample media	Parameters	No. of Samples

- *If a Station ID number is not available during SAP development, how and when unique sample station identifiers will be created.

2.2 Sampling methods

- What types of sampling methods will be used?
- What standards do the methods conform to?
- How will each method be used to collect and preserve the samples?
- If the approach to providing GHG reduction measurements does not include sampling, describe the approach chosen and how the GHG reduction information will be gathered.

2.3 Sample handling and custody

- At what interval will the data be retrieved? If applicable, include how often data recorders will be checked and downloaded. Also include protocols that will be followed.
- For manual sampling:

- Who will collect samples?
- How often measurements will occur?
- How they will be transported (if applicable)?
- What are the processes for chain-of-custody?
- What protocols that will be followed?
- Complete table 8 below to summarize sampling containers, preservation requirements, and holding times.

Table 8: Summary of sample preservation and holding times

Sample Type	Preservation	Holding time

2.4 Analytical methods

- What are the analytical quality control measures and equipment inspection/maintenance measures?
- Complete the table below to include analytical parameters and methods.

Table 9: Summary of analytical parameters and methods

Sample Type	Analytical Parameters	Reference Method

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2.5 Quality control

- What precision and accuracy classifications will be used and how they will be assigned?
- What QA/QC standards or SOPs that will be followed?

2.6 Instrument/equipment testing, inspection, and maintenance requirements

- How will instruments and equipment will tested, inspected and maintained?
- What standards or SOPs that will be followed?

2.7 Instrument calibration and frequency

- How will instruments will be calibrated, and at what frequency?

2.8 Non-direct measurements

- If non-direct measurements are used in this project, how will they be used to generate data? Reference any standards or SOPs that will be followed.

2.9 Data management

- Summarize data management for the project.
- How will data be recorded, maintained, and checked for completeness and reasonableness, including measurements, analytical reports, and QA/QC information?

- How will draft and final data be managed?
- Who is responsible for data management?
- How will data be submitted to DEQ?
- If applicable, how will this data be managed separately from other projects occurring on the site (not associated with this grant funding)?

3. Assessment and Oversight

Project assessment and oversight, including field activities, will be the responsibility of the [INSERT ROLE HERE].

3.1 Assessment and response actions

- Describe the procedures which will be used to implement the QA Program. This would include oversight by the Quality Assurance Manager or the person assigned QA responsibilities.
- Indicate how often a QA review of the different aspects of the project, including audits of field and laboratory procedures, use of performance evaluation samples, review of laboratory and field data, etc., will take place.
- Describe what authority the QA Manager or designated QA person has to ensure that identified field and analytical problems will be corrected and the mechanism by which this will be accomplished.
- How will the project team approach and communicate analytical anomalies, delays, data quality limitations, and quality control results that do not meet level quality data objective?
- What techniques or checks will be used to determine the accuracy and precision of the measurements, and when or how often will those checks occur?

3.2 Reports to management

- How will the accuracy and precision checks will be recorded?
- How will failing tests be reported to management?

4. Data Validation and Usability

- Who will be responsible and provide data review, verification, validation, and assessment activities on all analytical data generated by this project?

4.1 Data review, validation, and verification

- How will data be reviewed, validated and verified, and reference any procedures used?
- What limitations are there for the extent of the data review, verification, and validation?
- How will the team identify any data that may be inaccurate, misleading, or otherwise fails the quality standards?

4.2 Validation and verification methods

- What methods will be used for validation and verification?

4.3 Reconciliation with data quality objectives

- What steps or procedures will be used for reconciliation with data quality objectives?

**STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY
Climate Equity and Resilience Through Action
(XXXX) AGREEMENT**

Project Name: CERTA M12 RFP SAMPLE SUB

DEQ Agreement #:

This Climate Equity and Resilience Through Action (CERTA) Agreement is between the State of Oregon (State), acting by and through its Department of Environmental Quality (DEQ), and XXXX (Recipient).

Recipient Data	DEQ Data
Grant Administrator (Name & Title): Organization Name: Street Address City, State, Zip Code: Phone: Email: Taxpayer ID#: UEI#:	Grant Administrator (Name & Title): Organization Name: Department of Environmental Quality Street Address: 700 NE Multnomah Street, Suite 600 City, State, Zip Code: Portland, OR 97232-4100 Phone: Email:

- 1. General Terms and Conditions.** As a United States Environmental Protection Agency (EPA) grant awarded to the state of Oregon, the funds awarded under this agreement are federal in nature and as such, Recipient agrees to comply with the EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>. Please note that EPA updated these terms and conditions to include coverage effective October 23, 2023, on the Build America, Buy America Act requirements (General Term and Condition #48). These terms and conditions are in addition to the assurance and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.
- 2. Reporting Requirements.** Recipient agrees to comply with all reporting requirements required by EPA regulation (40 CFR part 35, 2 CFR part 200), and in accordance with 2 CFR § 200.329, Recipient agrees to report on key project characteristics, milestones, and environmental/public health protection results in the following areas: 1) achievement of the outputs and outcomes established in the workplan; 2) the reasons for delays if established outputs or outcomes were not met; and 3) any additional pertinent information on environmental/public health results. Failure to comply with the above referenced requirements may result in a disruption of recipient funding and/or early termination of the grant agreement in accordance with 2 CFR part 200.
- 3. Effective Date and Grant Availability.** This Agreement is effective on the date the last party signs it, or if approval by the Oregon Department of Justice (DOJ) is required, on the date it is approved by DOJ, whichever date is later (the Effective Date). Recipient agrees to complete the Project (described in Exhibit A) no later than **XX/XX/XXXX** (Project Completion Deadline). The time period from the Effective Date through the Project Completion Deadline is the Project Period. Recipient must submit all invoices for disbursement of Grant funds under Section 7 no later than 45 days after the Project Completion Deadline (Invoice Deadline). DEQ has no obligation to disburse Grant funds for costs invoiced after the Invoice Deadline.
- 4. Agreement Documents.** This Agreement consists of this Agreement and Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, and Exhibit H that are attached hereto and by this reference incorporated herein. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence will control. The documents comprising this Agreement are listed in the first sentence of this Section 4 from the highest to lowest precedence.
- 5. Grant Funds.** DEQ funding for this Agreement is a CERTA grant (CFDA 66.046) issued to DEQ by the EPA under Section 137 of the Clean Air Act. The maximum, not-to-exceed, grant amount that the DEQ will pay to Recipient is \$XXX.XXX.XX (the "Grant"). Payments will be made in accordance with the terms and subject to the conditions of this Agreement.
- 6. Match.** Recipient agrees to provide matching funds of \$___ under this Agreement. Recipient can and is encouraged to provide additional matching funds in excess of the minimum set forth above. Funds from a federal source are eligible as match but must be called out and distinguished from other match funds. Current match expenditures must be reported with all invoices.

7. Disbursements; Authorized Costs.

a. This is a cost reimbursement grant, and reimbursements will be made only in accordance with the schedule and requirements contained in this Section 7. The Grant funds may be used solely for authorized costs, as described in this Section 7. Any Grant funds disbursed to Recipient under this Agreement that are used in violation or contravention of any of the provisions of this Agreement must be returned to DEQ. Recipient will return all funds found by DEQ to have been used in violation of this Agreement no later than fifteen (15) business days after DEQ's written demand.

b. Recipient may request reimbursement of Grant funds through submission of invoices at least quarterly but not more frequently than [invoicing period]. The invoices must describe all work performed on the Project with particularity, including by whom it was performed, must itemize and explain all Project costs for which reimbursement is claimed and must itemize and explain all match expenditures on the Project since the last invoice. Each invoice must be accompanied by supporting documentation of the costs for which reimbursement is claimed. Such supporting documentation includes personal service cost detail, services and supplies cost detail, copies of paid contract and equipment invoices and, if travel costs are authorized (as indicated below), receipts for lodging, airfare, car rental and conference registration. Supporting documentation for volunteer activities or donated materials, including the basis for valuation, must also be provided.

c. **Invoices for reimbursement of expenses occurring in a State fiscal year (July 1 - June 30) must be received no later than the following July 15th.**

d. Subject to the holdback described in Exhibit A, payments will be based on reimbursement of actual costs authorized by this Agreement. Authorized costs are reasonable and necessary costs incurred by Recipient on or after [Effective Date] and on or prior to the Project Completion Deadline in implementation of the Project that are within the line items of the Budget and allowable under applicable law, including applicable federal law (including the cost principles of 2 CFR 200 Subpart E), and that are not otherwise excluded under this Agreement. Administrative costs in the form of salaries, overhead, or indirect costs are authorized up to Recipient's current federally approved indirect cost rate or, if Recipient does not have a federally approved indirect cost rate, Recipient may use up to a 15% de minimis indirect rate as a percent of modified total direct costs (MTDC) as stated in 2 CFR Part 200.

- i. **Management Fees.** 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 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.
- ii. **Consultant Payments.** Payments to cover salaries (excluding overhead) paid to individual consultants retained by Recipient or Recipient's contractors in excess of the maximum daily rate of Level IV of the U.S. Government's Executive Schedule are not allowable. This limit applies to consultation services of individuals with specialized skills who are paid at a daily or hourly rate. This limitation does not apply to contracts with firms for services which are awarded using the procurement requirements in 40 CFR unless the terms of the contract provide Recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation.

e. **Invoices.** Invoices must be emailed to **Department of Environmental Quality, Contract Payment Office at DEQEXP@deg.oregon.gov**. Invoices are subject to the review and approval of the DEQ Grant Administrator. In addition, each payment is subject to satisfaction of each of the following conditions precedent:

- i. Recipient is not in default under this Agreement.
- ii. All representations, warranties and certifications provided by Recipient to DEQ under or in connection with this Agreement are true and correct on the date of payment, as if made on such date.
- iii. DEQ has received sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make the payment.

f. Travel Allowable

(OPTION 1) Travel expenses of Recipient will not be reimbursed by DEQ.

(OPTION 2) All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to the State. The travel must comply with all the requirements set forth in this section and must be for official Recipient business authorized by this Agreement. Personal expenses will not be authorized at any time. **All travel expenses are included in the total maximum Grant amount.**

Recipient understands and agrees that travel expenses will be reimbursed at rates not to exceed those rates approved by the Department of Administrative Services (DAS) for State government employees at the time the expense was incurred. Recipient understands and agrees that the rates are subject to change and any changed rates will immediately become part of this Agreement and govern reimbursement of any travel expenses incurred after the date of the change.

- i. **Mileage.** Mileage for travel in a private automobile while Recipient is acting within the course and scope of his/her duties under this Agreement and driving over the most direct and usually traveled route will be

reimbursed at the rate approved by the DAS and in effect at the time of travel. To qualify for mileage reimbursement, Recipient must hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by Oregon laws.

- ii. **Meals & Lodging.** Per Diem rates for meals vary between cities. Recipient understands and agrees that expenses for meals will be reimbursed at rates not to exceed the US General Services Administration (GSA) per diem rates. DEQ will reimburse Recipient for Recipient's actual cost of lodging up to the specified federal per diem lodging rates for the locality. Receipts are required for reimbursement of lodging expenses. US General Services Administration approved rates can be found at www.gsa.gov.
- iii. **Other Travel Expenses.** Out-of-state travel expenses, airfare and rental car expenses will be reimbursed only if specifically authorized by this Agreement or by written authorization from the DEQ Grant Administrator and only if Recipient is acting within the course and scope of his/her responsibilities under this Agreement. All Recipient representatives will be limited to economy or compact size rental vehicles unless Recipient personally pays the difference. In no case will the state reimburse a Recipient for air travel at a rate greater than coach fare.
- iv. **Federal Employee Costs.** None of the Grant funds for this project may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the recipient as authorized by a Federal statute.
- v. **Foreign Travel.** EPA policy requires that all foreign travel must be approved by its Office of International and Tribal Affairs. Recipient agrees to obtain prior EPA approval before using funds available under this Agreement for international travel. Foreign travel includes trips to Mexico and Canada but does not include trips to Puerto Rico, the U.S. Territories or possessions. Recipients that request post-award approval to travel frequently to Mexico and Canada by motor vehicle (e.g. for sampling or meetings) may describe their proposed travel in general terms in their request for EPA approval. Requests for prior approval must be submitted to DEQ. Recipient understands that all foreign travel funded under this assistance agreement must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C. Section 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier.

8. Recipient's Representations And Warranties. Recipient represents and warrants to DEQ as follows:

- a. Recipient is duly organized, validly existing, and in good standing under the laws of Oregon. Recipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- b. The making and performance by Recipient of this Agreement: (1) have been duly authorized by all necessary action of Recipient; (2) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board, or other administrative agency, or any provision of Recipient's organic documents; and (3) do not and will not result in the breach of, or constitute a default or require any consent under, any agreement or instrument to which Recipient is a party or by which Recipient or any of its properties are bound or affected.
- c. This Agreement has been duly authorized, executed and delivered on behalf of Recipient and constitutes the legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.
- d. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

9. Contracts.

- a. Recipient will not enter into any contracts or subcontracts (used interchangeable herein) for any of the work scheduled under this Agreement without obtaining prior written consent from the DEQ Grant Administrator.
- b. All subcontracts must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subcontracts(s). Use of a subcontract does not relieve Recipient of its responsibilities under this Agreement.
- c. Recipient shall require all subcontractors performing work under this Agreement to name DEQ as a third-party beneficiary of Recipient's subcontract and to name DEQ as an additional or "dual" obligee on contractors' payment and performance bonds.
- d. Recipient shall provide DEQ with a copy of any signed subcontract, as well as any other purchasing or contracting documentation, upon DEQ's request at any time. This paragraph shall survive expiration or termination of this Agreement.
- e. Recipient must report to DEQ any material breach of a term or condition of a subcontract within ten (10) days of Recipient discovering the breach.
- f. Recipient shall require its contractor(s) that are not units of local government as defined in ORS 190.003 to meet the minimum insurance requirements specified by Recipient. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subcontract. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subcontract. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the Agreement. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.

10. Prevailing Wage Requirements.

- a. Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the

administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815.

- b. When the federal Davis-Bacon Act applies to the Project, Recipient shall require that contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and include in any applicable contract or subcontract the Davis-Bacon language set forth in Part 1 of Exhibit F and Part 2 of Exhibit F, as applicable.
- c. Notwithstanding (a) and (b) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (a) or (b).
- d. When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.
- e. When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than DEQ.
- f. Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

11. Contribution; Indemnity.

To the extent authorized by law, Program Beneficiary shall defend, indemnify, save and hold harmless and release the State of Oregon, [Contracting Party] and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards, including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Claims"), related to any actual or alleged act or omission by Program Beneficiary, or its officers, employees, agents or contractors, in connection with this Agreement or the Project Activities, including without limitation violation of PWR or Davis-Bacon Act requirements, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by BOLI, the U.S. Department of Labor, the Internal Revenue Service, Treasury and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project Activities or the actions or omissions of Program Beneficiary, or its officers, employees, contractors, or agents.

Program Beneficiary shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to defend, indemnify, save and hold harmless and release the State of Oregon, Contracting Party and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards, including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Claims"), related to any actual or alleged act or omission by Program Beneficiary, or its officers, employees, agents or contractors, in connection with this Agreement or the ActivitiesProject, including without limitation violation of PWR or Davis-Bacon Act requirements, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by BOLI, the U.S. Department of Labor, the Internal Revenue Service, Treasury and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project Activities or the actions or omissions of Program Beneficiary, or its officers, employees, contractors, or agents.

Notwithstanding the foregoing, neither Program Beneficiary nor any attorney engaged by Program Beneficiary may defend any Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Program Beneficiary settle any Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Program Beneficiary will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon or Contracting Party of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Program Beneficiary, such attorney fees shall not exceed the rate charged to Contracting Party by its attorneys.

a. Contributory Liability and Contractor Indemnification- Tort Claims.

(1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Tort Claim") against a party to this Agreement (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regard to the Third-Party Claim.

(2) If the parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the parties shall contribute to the amount

of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Agreement.

(3) Program Beneficiary shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Program Beneficiary's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Contractor Tort Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Contractor Tort Claims. This Section shall survive termination of this Agreement.

b. (b) Indemnity; Release- Claims Other Than Torts.

(1) Except for Third-Party Tort Claims and Contractor Tort Claims as provided in the preceding subparagraphs, to the extent authorized by law, Program Beneficiary shall defend, indemnify, save and hold harmless and release the State, Contracting Party, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Non-Tort Claims"), related to any actual or alleged act or omission by Program Beneficiary, or its officers, employees, contractors, or agents in connection with this Agreement or the Activities Project, including without limitation PWR or Davis-Bacon Act requirements, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by BOLI, the U.S. Department of Labor, the Internal Revenue Service, Treasury and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Activities Project or the actions or omissions of Program Beneficiary, or its officers, employees, contractors, or agents.

(2) Notwithstanding the foregoing, neither Program Beneficiary nor any attorney engaged by Program Beneficiary may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Program Beneficiary settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Program Beneficiary will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon or CONTRACTING PARTY of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Program Beneficiary, such attorney fees shall not exceed the rate charged to DEQ by its attorneys.

12. Amendments. The terms of this Agreement may not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties (or, in the case of a waiver, by the party against whom such waiver is sought to be enforced).

13. Termination and suspension.

- a. Termination by mutual consent. This Agreement may be terminated by mutual consent of both parties or by DEQ upon written notice to Recipient. If this Agreement is terminated under this Section 13, DEQ will pay Recipient, in accordance with the terms and subject to the conditions of this Agreement, for authorized costs incurred under this Agreement through the date of the termination of the Agreement but not yet reimbursed.
- b. Termination for Insufficient Funding. DEQ may immediately terminate this Agreement if it fails to receive funding (including without limitation federal funds), appropriations, limitations or other expenditure authority sufficient to allow DEQ, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement. Termination must be by written or email notice to the Recipient. DEQ is not obligated to pay for any Project work that is provided after the notice and effective date of termination. However, the Recipient shall be entitled to payment, determined on a pro rata basis, for Project work satisfactorily performed to the extent that funds are available. DEQ will provide the Recipient notice of the lack of funding within a reasonable time of DEQ's receiving that notice.
- c. Suspension. DEQ may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget or a federal executive action that pauses or suspends federal funding. Work performed by the Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14. Default by Recipient. Recipient shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Recipient violates any term of this Agreement or fails to perform, observe, or discharge any of its covenants, agreements, or obligations contained in this Agreement, including any exhibit attached hereto;
- b. Any representation, warranty or statement by Recipient made herein or in any documents or reports relied upon by

DEQ, including but not limited to any statement used by DEQ to measure progress on the Project, the expenditure of Grant moneys, or the performance by Recipient, is untrue in any material respect when made;

- c. Recipient: (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property; (ii) admits in writing its inability to pay, or is generally unable to pay, its debts as they become due; (iii) makes a general assignment for the benefit of its creditors; (iv) is adjudicated as bankrupt or insolvent; (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect); or (viii) takes any corporate action for the purpose of effecting any of the foregoing; or
 - d. A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking: (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of, Recipient's debts; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets; or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of twenty (20) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).
- 15. Remedies Upon Default.** If Recipient's default under Section 14(a) is not cured within fifteen (15) business days of written notice thereof to Recipient from DEQ (or such longer period as DEQ may authorize in its sole discretion), or if there is a default by Recipient under Sections 14(b), 14(c) or 14(d), DEQ may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, Recipient's return of all or a portion of the Grant amount, Recipient's payment of any interest earned on the Grant amount, and declaration of ineligibility for the receipt of similar future awards. If, as a result of Recipient's default, DEQ demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon DEQ's demand.
- 16. No Implied Waiver, Cumulative Remedies.** The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall **not** operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and are not exclusive of any remedies provided by law. DEQ may, in its sole discretion, pursue any remedy or remedies singly, collectively, successively, or in any combination or order.
- 17. Project Identification.**
- a. **Procuring Signs.** Consistent with section 6002 of Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or the EPA logo or seal) into the appropriate non-English language (s). The costs of such translation are allowable, provided the costs are reasonable.
 - b. **Announcements.** Recipient agrees that announcements through the web or print materials for Workshop, conference, demonstration days or other events as part of a project funded by a CERTA assistance agreement shall contain a statement that the materials or conference has been funded by the EPA.
 - c. **Public or Media Events.** Recipient agrees to notify DEQ, publicizing the accomplishment of significant events related to construction projects as a result of this Agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) business days' notice.
 - d. **Limited English Proficiency Communities.** To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.
- 18. General Administrative Requirements.**
- a. Recipient, pursuant to this Agreement assumes sole liability for Recipient's breach of the conditions of the Grant, and shall, upon Recipient's breach of grant conditions that requires the State to return funds to the EPA, hold harmless and indemnify the state for an amount equal to the funds which the State is required to pay to the EPA.
 - b. All equipment and materials purchased with funds made available by this Agreement must be used to implement the Project and for purposes of the same general nature as outlined in this Agreement. Recipient will immediately notify DEQ of any equipment purchased with funds made available under this Agreement that is removed from service. Disposal of such equipment must be in accordance with 2 CFR § 200.313.
 - c. Recipient, if a State agency or agency of a political subdivision of the State, agrees to comply with the requirements of Section 6002 of the (42 U.S.C. 6962). Regulations under RCRA Section 6002 apply to acquisitions of certain products where the purchase price of such products 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 the EPA. These guidelines are listed in 40 CFR Part 247.

- d. Recipient agrees that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. **Recipient agrees to provide certification to DEQ on FORM DEQ5700-53 (Exhibit D) no later than the Project Completion Deadline.**
 - e. Pursuant to Section 18 of the Lobbying Disclosure Act, Recipient affirms that it is not a nonprofit organization described in Section 501(c) (4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c) (4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
 - f. Recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. If the Grant exceeds \$100,000, Recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying and to submit certification and disclosure forms accordingly. 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 violation. All contracts awarded by Recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II of 2 CFR Part 200.
- 19. Permits.** Recipient agrees to ensure that all necessary permits are obtained prior to implementation of any Grant funded activity that may fall under applicable federal, state or local laws. Recipient must identify permits that may be needed to complete work plan activities.
- 20. Quality Assurance (QA) Requirements.** For those projects identified by DEQ Grant Administrator as involving environmentally related measurements or data generation, Recipient will develop and submit to DEQ the appropriate quality assurance / quality control documentation within sixty/ninety (60/90) calendar days of the Effective Date. Required documentation may include one (1) or more of the following: a Sampling and Analysis Plan (SAP) or other Quality-related documentation. The DEQ Grant Administrator and the DEQ Quality Assurance Officer will determine which of the quality-related documents will be required. No work involving 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 shall be initiated under this Project until the DEQ Grant Administrator and DEQ Quality Assurance Officer have approved the quality assurance document. If any geospatial data is created, it must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. More information may be found at www.fdc.gov.
- For information on the policies, objectives, principles, authorities, and responsibilities for implementation of the DEQ Quality Management System (QMS) described in DEQ's Quality Management Plan (QMP), contact a Quality Assurance Officer at the DEQ Laboratory and Environmental Assessment Division (LEAD) at (503) 693-5700.
- 21. Intangible Property.** Recipient may hold the copyright in any work that is subject to copyright and was developed, or for which ownership was purchased, under this Agreement. For any such work, Recipient grants to DEQ and EPA a non-exclusive, irrevocable, perpetual royalty-free, license to reproduce, publish, or otherwise use the work and to authorize others to do so.
- 22. Suspension and Debarment.** Recipient shall fully comply with Subpart C of 2 CFR Part 180 (Responsibilities of Participants Regarding Transactions) and 2 CFR Part 1532 (Nonprocurement Debarment and Suspension). Recipient is responsible for ensuring that any lower tier "covered transaction," as described in Subpart B of 2 CFR Part 180 (Covered Transaction) and 2 CFR Part 1532 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 may access SAM (System for Award Management) at <https://www.sam.gov/> to review exclusions and disqualifications.
- 23. Trafficking in Persons.** Prohibition statement for Recipients who are **private entities**: You as Recipient, your employees, sub-recipients and sub-recipients' employees may not engage in severe forms of trafficking in persons during the Project Period; procure a commercial sex act during the Project Period; or use forced labor in the performance of the Grant or sub-grants.
- 24. 40 CFR Part 33 Requirements.** Recipient agrees to comply with the applicable requirements of 40 CFR Part 33, as they may be amended from time to time.
- 25. Small Business in Rural Areas.** Small Business in Rural Areas. If a contract is awarded under this Agreement, Recipient is also required to utilize the affirmative steps listed below.
- Place Small Businesses in Rural Areas ("SBRA") on solicitation lists.
 - Make sure that SBRA's are solicited whenever there are potential sources.
 - Divide total requirements, when economically feasible, into small tasks or quantities to permit participation by SBRA's.
 - Establish delivery schedules, where the requirements of work permit, that would encourage SBRA participation.
 - Use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.
- 26. Prohibition against Purchase of Certain Telecommunication Services or Products.** As required by 2 CFR § 200.216,

Recipient is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipient also may not use grant funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR § 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending grant funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR § 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

27. **Drug Free Workplace.** Recipient 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.
28. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
29. **Access to Records.** Recipient will maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient will maintain any other records pertinent to this Agreement in such a manner as to clearly document Recipient's performance in programmatic reports including information on environmental results, and audit findings. DEQ, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Recipient will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Recipient also agrees to comply with the audit requirements set forth in 2 CFR Part 200, Subpart F.
30. **Compliance with Applicable Law.** Recipient will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Project or this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended and Section 13 of the Federal Water Pollution Control Act Amendments of 1972; (ii) Title IX; (iii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iv) the Americans with Disabilities Act of 1990, as amended; (v) Executive Order 11246, as amended; (vi) the Health Insurance Portability and Accountability Act of 1996; (vii) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (viii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (ix) ORS Chapter 659, as amended; (x) all regulations and administrative rules established pursuant to the foregoing laws; (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (xii) ORS 279A, ORS 279B, ORS 279C, 2 CFR Part 200 and 2 CFR Part 1500; (xiii) EPA's latest General Terms and Conditions as applicable to Recipient. If Recipient is an education program or activity or if Recipient is conducting an education program or activity under this Agreement, Recipient must comply with (xiv) Title IX of Education Amendments of 1972. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.
31. **Recycled Products.** Recycled Products. Recipient agrees to use recycled paper and double sided printing for all reports that are prepared as a part of the Project or under this Agreement. Recipient will use, to the maximum extent economically feasible in the implementation of the Project, recycled paper (as defined in ORS 279A.010 (1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)). Recipient agrees to comply with the requirements of 40 CFR 247 and 2 CFR 1500, as applicable, in giving

preference in its procurement programs to the purchase of recycled products.

- 32. Governing Law; Venue and Jurisdiction.** The laws of the State (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any claim, action, suit or proceeding between DEQ (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event may this section be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim, action, suit or proceeding, or (ii) consent by the State of Oregon to the jurisdiction of any court.
- 33. Merger Clause.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREOF. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. RECIPIENT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
- 34. Relationship of Parties.** DEQ and Recipient agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of DEQ as those terms are used in ORS 30.265.
- 35. Time is of the Essence.** Time is of the essence in Recipient's performance of its obligations under this Agreement.
- 36. No Implied Waiver.** The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- 37. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of DEQ, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior written consent of DEQ.
- 38. No Third Party Beneficiaries.** DEQ and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly, to any third party unless such party is identified individually by name herein and is described expressly as an intended beneficiary of the terms of this Agreement.
- 39. Notices.** Any notice under this Agreement shall be in writing and delivered to the party to be notified in-person, by U.S. mail, postage prepaid, or by email. Notices mailed or emailed must be sent to the Grant Administrators set forth in this Agreement. Any notice so addressed and mailed shall be effective five (5) business days after mailing. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by email shall be effective upon the sender's receipt of confirmation generated by Recipient's email system that the notice has been received by Recipient's email system.
- 40. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.
- 41. Survival.** The following provision, including this one, survive the termination or expiration of this Agreement: Sections 11, 14, 29, 32, and 34, as well as any other provisions that by their nature survive termination.
- 42. Cybersecurity Condition. State Grant Cybersecurity**
- Recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
 - Recipient will comply with the requirements in Section 42.c. if Recipient's network or information system is connected to EPA networks to transfer data to EPA using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.
 - EPA must ensure that any connections between Recipient's network or information system and EPA networks used by 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, Recipient agrees to contact the EPA Project Officer (PO) 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 Recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

43. Federal Funds Compliance and Full Financial Responsibility. Payments under this Agreement will be made from federal funds. Recipient is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Recipients failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Recipient, or in the event the total amount of federal funds is not available, the Recipient will be responsible for any and all costs or expenses incurred under this Agreement. The Recipient further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

EACH PERSON SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE/HEY HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE INDICATED PARTY. DEQ enters into this Agreement under the authority of the Oregon Legislature Joint Emergency board.

APPROVED BY RECIPIENT:

Authorized Signer Name, Title Date

APPROVED BY THE DEQ:

Authorized Signer Name, Title Date

Index-PCA-Project Number

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTA GRANT AGREEMENT
EXHIBIT A
Project Requirements, Budget and Schedule**

Project name:	DEQ Agreement #
Recipient:	

A. BACKGROUND. Include a general description of Project, Project goals/objectives, Project partners, including the source of matching funds.

B. PROJECT
Recipient shall:

Task	Description	Project Completion Date	Reporting To	Reporting Due Date
1				
2				
3				

C. BUDGET

Estimated Budget	CERTA Funds	Match	Total
Personnel			
Fringe Benefits			
Travel			
Equipment*			
Supplies			
Subcontracts			
Participant Support Costs			
Indirect Costs			
Other			
PROJECT TOTALS			

**Any equipment with a unit cost over \$10,000 needs EPA Project Officer approval prior to charging to Grant.*

**** Budget line items above are based on estimates. Shifts in budget between direct cost categories above are allowed only with written approval from the DEQ Grant Administrator. All requests for changes in grant implementation and budget need to be made to DEQ Grant Administrator at least 60 calendar days in advance. Depending on requested shift in budget, DEQ may need to get further approval from EPA grant administrator prior to any changes.**

D. REPORTING:

- Exhibit C. Recipient must complete and submit Exhibit B no later than ten (10) calendar days after the end of each quarter, or portion thereof, during the Project Period, regardless of expenditures.**
- Exhibit E, Section I.** Recipient agrees to complete and submit Activity Data reports electronically to according to the following schedule. If a due date falls on a weekend or holiday, the report will be due on the next business day. If a project starts date falls within a defined reporting period, Recipient must report for that period by the given due date unless otherwise noted. This quarterly reporting schedule shall be repeated on the following schedule for the duration of the Agreement.

Q1 Reporting Period: Jan 1 - March 31
Due Date: May 1

Q2 Reporting Period: April 1 - June 30
Due Date: Aug 1

Q3 Reporting Period: July 1 - Sept 30
Due Date: Nov 1

Q4 Reporting Period: Oct 1 - Dec 31
Due Date: Feb 1

3. **Exhibit E, Section II.** Recipient agrees to complete and submit the GHG report based on the schedule provided in Exhibit E, Section II.
4. **Exhibit E, Section III.** Recipient must complete and submit the final report by **July 15, 2029**.
All performance reports must be submitted in the format set forth in Exhibit E to the DEQ Grant Administrator. The reports may be provided electronically. In addition to the reports, Recipient must notify the DEQ Grant Administrator of developments that have a significant impact on the Project activities. Recipient must inform the DEQ Grant Administrator as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the Project outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.
5. **Additional Reporting.** DEQ may request additional reporting in addition to the federal reporting requirements. DEQ will give advance notice of at least sixty (60) calendar days if additional reporting is required.

Holdback: The DEQ will withhold a minimum of ten (10%) of total grant funds for the Project until Recipient has submitted, and the DEQ has accepted, a Final Performance Report detailing the Project status as described in the Reporting Section above, a final Expenditures Report (Exhibit C), and a Lobbying and Litigation Certificate (Exhibit D).

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTA AGREEMENT
EXHIBIT B
INSURANCE REQUIREMENTS**

Commented [A1]: @Applicants - this Exhibit is for illustrative purposes only. It does not represent the minimum requirements. DEQ will analyze each Project individually and anticipates providing minimum insurance requirements at Notice to Intent to Award.

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit prior to performing under this Agreement. Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DEQ. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Recipient maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, DEQ requires and shall be entitled to the broader coverage and/or higher limits maintained by Recipient.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$_____ per occurrence and not less than \$_____ annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE:

☐ Required ☐ Not required

Recipient shall provide Automobile Liability Insurance covering Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$_____ for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

☐ Required ☐ Not required

Recipient shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Recipient and Recipient's subcontractors, agents, officers or employees in an amount not less than \$_____ per claim and not less than \$_____ annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Recipient shall provide Continuous Claims Made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

☐ Required ☐ Not required

Recipient shall provide Network Security and Privacy Liability Insurance for the duration of this Agreement and for the period of time in which Recipient (or its business associates or subcontractor(s)) maintains, possesses, stores, or has access to DEQ or client data, whichever is longer, with a combined single limit of not less than \$_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of DEQ or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of DEQ data.

POLLUTION LIABILITY:

☐ Required ☐ Not required

Recipient shall provide Pollution Liability Insurance covering Recipient's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Recipient, all arising out of the goods delivered or Services (including transportation risk) performed under this Agreement is required with a combined single limit per occurrence not less than \$_____ and not less than \$_____ annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Recipient's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Recipient that arise from the goods delivered or Services (including transportation risk) performed by Recipient under this Agreement is also acceptable.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Recipient's primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and

Privacy Liability (if applicable), required under this Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, DEQ requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Agreement. The Additional Insured endorsement with respect to liability arising out of Recipient's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION:

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the DEQ or State of Oregon by virtue of the payment of any loss. Recipient shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DEQ has received a Waiver of Subrogation endorsement from the Recipient or the Recipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Agreement, for a minimum of 24 months following the later of:

- (i) Recipient's completion and DEQ's acceptance of all Services required under the Agreement, or
- (ii) DEQ or Recipient termination of this Agreement, or
- (iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Recipient shall provide to DEQ Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Agreement. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, DEQ has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

NOTICE OF CHANGE OR CANCELLATION:

Recipient or its insurer must provide at least 30 calendar days' written notice to DEQ before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by DEQ under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and DEQ.

STATE ACCEPTANCE:

All insurance providers are subject to DEQ acceptance. If requested by DEQ, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DEQ's representatives responsible for verification

of the insurance coverages required under this Exhibit.

Additional Coverages That May Apply:

DIRECTORS, OFFICERS, AND ORGANIZATION LIABILITY:

☐ Required ☐ Not required

Recipient shall provide Directors, Officers and Organization Liability Insurance covering the Recipient's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than \$_____ per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND:

☐ Required ☐ Not required

Recipient shall provide Employee Dishonesty or Fidelity Bond coverages for dishonest acts of an employee of the Recipient. Coverage limits not less than \$_____.

PHYSICAL ABUSE AND MOLESTATION INSURANCE:

☐ Required ☐ Not required

Recipient shall provide Physical Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Recipient is responsible including but not limited to Recipient and Recipient's employees and volunteers. Policy endorsement's definition of an insured must include the Recipient, and the Recipient's employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$_____ per occurrence and not less than \$_____ annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense shall be provided outside the coverage limit.

(DRONE) / UNMANNED AIRCRAFT SYSTEMS / UNMANNED AERIAL VEHICLE LIABILITY:

☐ Required ☐ Not required

Recipient shall provide Drone Liability Insurance covering bodily injury, property damage, and personal and advertising injury caused by owned and non-owned drones including the drone's payload and/or dispensable loads in a form and with coverage that are satisfactory to the State. This insurance shall include premises liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project, operation, or territory of operation. Coverage shall be written on an occurrence basis in a combined single limit amount of not less than \$_____ per occurrence.

AIRCRAFT LIABILITY:

☐ Required ☐ Not required

Recipient shall provide Aircraft Liability Insurance with a combined single limit for bodily injury and property damage liability including passengers (if carrying passengers other than crew members) of not less than \$_____ per occurrence/aggregate.

AIR CARGO LIABILITY:

☐ Required ☐ Not required

Recipient shall provide Air Cargo Insurance covering loss of cargo in transit during the performance of this Agreement. Coverage must be written with a combined single limit per occurrence of not less than \$_____ per occurrence.

AIRCRAFT AERIAL APPLICATION LIABILITY:

☐ Required ☐ Not required

Recipient shall provide Aircraft Aerial Application Liability Insurance covering claims arising from spraying operations. Coverage shall be not less than \$_____ combined single limit (alternate language if combined single limit cannot be provided: \$_____ per person and \$_____ per occurrence for bodily injury and \$_____ for property damage). This insurance requirement can also be met with an endorsement to the Aircraft Liability coverage.

MOTOR CARRIER CARGO LIABILITY:

☐ Required ☐ Not required

Recipient shall provide Motor Carrier Cargo Liability Insurance covering loss to cargo in transit during the performance of this Agreement. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits) and must have a combined single limit per occurrence of not less than \$_____.

GARAGE LIABILITY:

☐ Required ☐ Not required

Recipient shall provide Garage Liability Insurance for garage operations. Coverage must include Garage Keepers legal Liability for autos left for service or repair and be not less than \$_____ combined single limit.

GARAGE KEEPERS LEGAL LIABILITY:

☐ Required ☐ Not required

Recipient shall provide Garage Keepers' Legal Liability Insurance for autos left for service, repair, storage, or safekeeping, with a combined single limit of not less than \$_____ per location.

BAILEE'S COVERAGE:

☐ Required ☐ Not required

Recipient shall provide Bailee's Insurance covering any and all State property left in the care, custody, or control of the Recipient. Coverage must include valuable papers, including but not limited to microfilm. Coverage must be written on an occurrence basis. Combined single limit per occurrence of not less than \$_____ for each site or location.

MARINE PROTECTION AND INDEMNITY:

☐ Required ☐ Not required

Recipient shall provide Marine Protection and Indemnity Insurance with a combined single limit per occurrence of not less than \$_____.

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTA AGREEMENT
EXHIBIT C
Expenditures Report**

DEQ will provide a template to be completed. The template may include the following requirements:

Project Name:	Project Period From: To:
DEQ Agreement Number:	
Recipient Name:	Current Expenditure Period From: To:
Recipient Address:	Total Match Requirement: N/A
Phone:	Total Grant Amount:

EXPENDITURE SUMMARY	CERTA Grant Expenditures			Non-Federal Match Expenditures *			Total Expenditures
	a	b	a + b = c	d	e	d + e = f	c + f
	Previously Reported	Current Period	Cumulative to Date	Previously Reported	Current Period	Cumulative To Date	To Date
Personnel							
Fringe Benefits							
Travel							
Equipment							
Supplies							
Subcontracts							
Participant Support Costs							
Other							
Indirect Costs							
Total							
1-4 sentence project update							

DEQ, the Oregon Secretary of State's Office and the federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION

I certify that this report is true and correct to the best of my knowledge and that all expenditures and obligations reported herein have been made in accordance with the budget agreed upon and with other provisions contained in the Agreement.

Signature_____
Name & Title (print)_____
Date**DEQ USE ONLY****Approved for Payment:**_____
DEQ Grant Administrator_____
Date_____
DEQ Program Manager_____
Date

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTA AGREEMENT
EXHIBIT D**

**LOBBYING AND LITIGATION CERTIFICATE
(DEQ5700-53)**

DEQ Grant Agreement #:
Federal Grant:

Recipient Name:

Recipient Address:
Project Name:

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Authorized Signer:

Signature

Date

Printed Name / Title:

Name

Title

At Project completion, complete this form and submit to: DEQEXP@deg.oregon.gov

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTA AGREEMENT
EXHIBIT E
PERFORMANCE REPORT**

Commented [A2]: @Applicants - this Exhibit is for illustrative purposes only. It does not represent the actual reporting requirements. DEQ will provide a template at a subsequent point.

Project Name:	DEQ Agreement #
Recipient:	

Type of Report (please check one the following):

- ☐ **Activity Data Report**
- ☐ **GHG Report**
- ☐ **Final Report**

All reports must be submitted in a format as recommended in this section to the DEQ Grant Administrator. The reports need to be provided electronically via email to the DEQ Grant Administrator.

**Section I
Activity Data Reporting**

The Activity Data reporting may include the following requirements: DEQ will provide specific templates to be completed that are specific to the work.

Please include a discussion including the following:

- a. Overall summary of the project, including partners involved and their role.
- b. What were the goals for this Project? Were those goals met? If goals were not met, explain why not.
- c. Please enumerate specific quantifiable environmental changes and results that are a result of the Project.
- d. Provide a written description of what worked and what did not work. Provide a written description of lessons learned in carrying out the Project.
- e. Describe how the Project's funding worked out. Include the projected cost and actual cost of the Project, how much of the Grant funds were spent, and how much funding (cash and in-kind) was provided as match from other source
- f. What follow up is required? Include photos, graphics and 2 copies of all products produced in the effort. Project completion documentation can be submitted and are encouraged to be submitted in a digital format (one copy).
- g. Include brief information on each of the following areas:
 1. a comparison of actual technical progress and milestones achieved during the reporting period to the outputs/outcomes and performance measures established in the final, approved assistance agreement work plan, which may include technical changes made to the project, public events conducted, websites published, release of public-facing documents or tools, or other reportable activities described in the work plan;
 2. a consolidated budget update with separate tracking for each measure (that is, how much was spent on equipment, supplies, contractors, subgrants, etc., during the reporting period and cumulatively) and, when appropriate, additional pertinent information such as analysis and explanation of cost overruns, high-unit costs, cost-share expenditures, program income, infrastructure costs subject to Buy America, Build America (BABA) compliance, or requested budget modifications (for example, when the recipient is requesting to move funding from one budget category to another);
 3. if necessary, a description of the reasons why any implementation timeline milestones or outputs/outcomes were missed for each measure established in the final, approved assistance agreement work plan, including the recipient's strategy to address challenges faced and/or the recipient's approach to ensure that the approved outputs/outcomes for each measure will be achieved within the period of performance;
 4. documentation of community engagement activities conducted in low-income and disadvantaged communities for each measure, which describes how the activities were publicized, categorizes respondents/attendees (e.g., the number of people from Tribal governments, federal government, state government, local government, nonprofits, for profits, universities, and the public), explains how input from participants was considered in decisions for implementing the measure, and details how meaningful engagement with low-income and disadvantaged communities will be continuously included in the development and implementation of the measure;
 5. as applicable, strategies for mitigating environmental risks;
 6. a description of any climate resiliency planning, siting, design, and operation of the project;
 7. as applicable, updates to individuals, including those from coalition members, who serve as key contacts and/or any changes to the roles and responsibilities of key contacts involved in each measure and the reason(s) for the change(s);
 8. as applicable, updates regarding which organizations have the authority to implement each measure and the reason(s) for the change(s);
 9. as applicable, updates regarding changes to contracts, subgrants, and participant support costs;
 - i. as applicable, progress on generating high-quality jobs with a diverse, highly skilled workforce and support of strong labor standards; and

- ii. summary of anticipated activities for the quarterly reporting period.
10. Responses to these categories.

Emission reductions (Difference between baseline and capture), Annual
County
Census GEOIDs (11-digit tract code or 12-digit block group code)
Zip code (if tract or block data is not available)
Project ID - Project defined as same location, purpose & timeframe
Is the Project under \$250K in federal funding? (Y/N)
If Y, does the project serve a public function, publicly owned and operated, privately operated on behalf of the public or a place of public accommodation? (Y/N)
Does BABA apply? (Y/N)
If yes, which BABA Waiver type was obtained?
BABA Waiver date obtained, if applicable:
Contract over \$2k?
Does DBRA apply?

Section II GHG Reporting

Due to the many types of monitoring equipment that may be used to monitor GHG data, the reporting schedule for GHG data will be separate for those using Gas Collection and Control Systems (GCCS) and those using non-GCCS Projects. Monitoring equipment may include but is not limited to gas meters, Surface Emissions Monitoring (SEM) devices, satellites, drones, or other monitoring technologies. Reports for each reporting period must be submitted by the due dates listed below, beginning the first period of implementation for the Project. DEQ will provide instructions on how to submit this data.

a) For GCCS Projects, Bi-annual reporting:

- Reporting Period: Jul 1, 2026 - Dec 31, 2026
Due Date: Feb 1, 2027
- Reporting Period: Jan 1, 2027 - Jun 30, 2027
Due Date: Aug 1, 2027
- Reporting Period: Jul 1, 2027 - Dec 31, 2027
Due Date: Feb 1, 2028
- Reporting Period: Jan 1, 2028 - Jun 30, 2028
Due Date: Aug 1, 2028
- Reporting Period: Jul 1, 2028 - Dec 31, 2028
Due Date: Feb 1, 2029
- Reporting Period: Jan 1, 2029 - May 30, 2029
Due Date: Jul 15, 2029

b) For non-GCCS Projects, Quarterly through 2027, followed by Bi-annual Reporting

Quarterly Reporting (2026-2027):

- Quarterly Reporting (2026-2027):
- Reporting Period: Jul 1, 2026 - Sep 30, 2026
Due Date: Nov 1, 2026
- Reporting Period: Oct 1, 2026 - Dec 31, 2026
Due Date: Feb 1, 2027
- Reporting Period: Jan 1, 2027 - Mar 30, 2027
Due Date: May 1, 2027
- Reporting Period: Apr 1, 2027 - Jun 30, 2027
Due Date: Aug 1, 2027
- Reporting Period: Jul 1, 2027 - Sep 30, 2027
Due Date: Nov 1, 2027
- Reporting Period: Oct 1, 2027 - Dec 31, 2027
Due Date: Feb 1, 2028

Bi-annual Reporting (2028-2029):

- Reporting Period: Jan 1, 2028 - Jun 30, 2028
Due Date: Aug 1, 2028
- Reporting Period: Jul 1, 2028 - Dec 31, 2028

- Due Date: Feb 1, 2029
- Reporting Period: Jan 1, 2029 - May 30, 2029
- Due Date: Jul 15, 2029

Section III

Final Reporting

Please include:

- a. Activity Data Reporting
- b. Any financial assistance relationship under which Recipient's employees and contractors implement programs and projects to accomplish the goals and objectives of the grant.
- c. Summaries of results of reviews of financial and programmatic reports.
- d. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- e. Environmental results the Recipient achieved.
- f. Summaries of audit findings and related DEQ management decisions.
- g. Actions DEQ had taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

Recipient agrees to adequately describe the actual environmental outputs and outcomes achieved, not just the expected outputs and outcomes of the proposed measures. Recipient agrees to report out on each performance measures that will be the mechanism to track, measure, and report progress toward achieving the expected outputs and outcomes for each GHG reduction measure. Recipient agrees to track and report separately on the work conducted to reduce GHG emissions for each measure (program, policy, measure, or project) specified in the final, approved assistance agreement work plan. Recipient also agree to track and report separately on the budgets for each measure.

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTA AGREEMENT**

**Exhibit F
Davis-Bacon Provision**

References in this Exhibit F to "subrecipient" are to Recipient.

Part 1

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii) (A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held

by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program.

Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Part 2

Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient upon the request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Oregon Department of Environmental Quality and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm#oregon>

Exhibit G

The Federal Funding Accountability and Transparency Act (FFATA)

FFATA is designed to increase transparency and improve the public's access to federal government information. To this end, FFATA, as amended, requires that executive compensation data be reported for all new federal grants funded at \$30,000 or more with an award date on or after October 1, 2010. As such, Oregon Department of Environmental Quality (DEQ) must report executive compensation data as addressed in this Exhibit G.

The certifications below represent material facts upon which DEQ relies when reporting information to the federal government required under federal law. If DEQ later determines that the subrecipient knowingly rendered an erroneous certification, DEQ may pursue all available remedies in accordance with Oregon and U.S. law.

Signer further agrees that it will provide immediate written notice to DEQ if at any time Signer learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DEQ detailing which of the below statements it cannot certify and why.**

More detailed information regarding FFATA can be located at

https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf.

<u>Subrecipient Information</u>			
Legal Name of Subrecipient			
Street Address	City	State	Zip

<u>FFATA Contact # 1</u>		<u>FFATA Contact # 2</u>	
Name		Name	
Email		Email	
Phone		Phone	

ZIP Code: 9-digits Required www.usps.com

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Unique Entity Identifier (UEI):

12-digits Required <https://sam.gov/content/home>

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Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

☐ Yes (skip questions "A", "B", and "C" and finish the certification)

☐ No (answer questions "A" and "B")

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

☐ Yes

☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

☐ Yes

☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No

If your answer is “Yes” to this question, where can this information be accessed?

If your answer is “No” to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example: John Blum:500,000; Mary Redd:50,000; Eric Gant:400,000; Sally Tom:30,0000

As the duly authorized representative (Signer) of the Recipient, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Email completed form back to DEQ at the time of agreement execution.

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTA AGREEMENT**

Exhibit H

Information Required by 2 CFR § 200.332(b)

This is a subaward to a subrecipient. See Oregon Accounting Manual Section 30.40.00.102

(i) Subrecipient* Name:

(Note this must match the name associated with UEI # below)

(ii) Subrecipient's unique entity identifier (SAM):

(iii) Federal Award Identification # (FAIN):

(iv) Federal Award Date:

(v) Subaward Period of Performance Start and End Date:

(vi) Subaward Budget Period Start and End Date:

(vii) Amount of EPA Funds Obligated by the pass-through entity to the Subrecipient under the Agreement:

(viii) Total Amount of Cumulative EPA Funds Obligated to Subrecipient by the pass-through entity including the current financial obligation:**

(ix) Total Amount of all EPA Funds Committed to Subrecipient by the pass-through entity:**

(x) Federal Award Project Title and Description:

Name of Federal Awarding Agency:

Name of Pass-through entity:

Contact Information for Awarded Official:

(xi) Assistance Listings number and Title:

Is Award R&D?

(xii) Recipient's Indirect Cost Rate:

* For the purposes of this Exhibit, "Subrecipient" refers to Recipient and "pass-through entity" refers to Oregon Department of Environmental Quality.

** The total amount of federal funds obligated or committed to the Subrecipient by the pass-through entity is the total amount of federal funds obligated or committed to the Subrecipient by the pass-through entity during the current state fiscal year, which runs from July 1 to June 30.