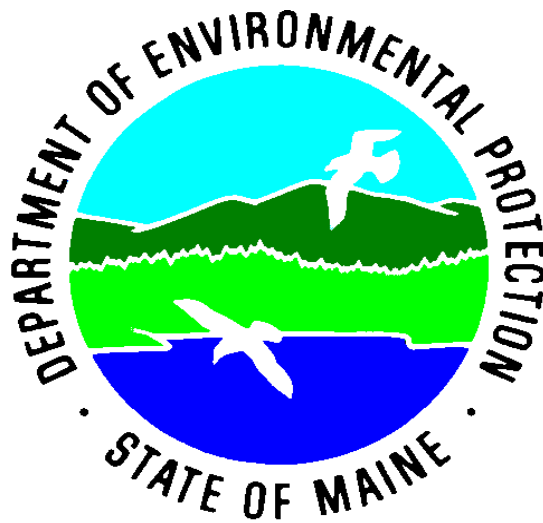


# REQUEST FOR PROPOSALS

## FY 2010 Grants for Nonpoint Source Pollution Control Projects

April 17, 2009

*THIS RFP HAS EXPIRED*



Maine Department of Environmental Protection  
Bureau of Land & Water Quality  
Division of Watershed Management  
17 State House Station  
Augusta, Maine 04333

Agency Contact: Norm Marcotte (207) 287-7727

[norm.g.marcotte@maine.gov](mailto:norm.g.marcotte@maine.gov)

NPS Grants webpage: <http://www.maine.gov/dep/blwq/docgrant/319.htm>

**Request For Proposals**  
**FY 2010 Grants for**  
**Nonpoint Source Pollution Control Projects**  
**Maine Department of Environmental Protection**

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## **REQUEST FOR PROPOSALS**

### **FY 2010 Grants Nonpoint Source Pollution Control Projects Maine Department of Environmental Protection**

## **SECTION 1 NPS GRANTS PROGRAM & PROCESS**

### **1.1 Purpose and Overview**

Maine DEP is seeking proposals to conduct Nonpoint Source Water Pollution Control Projects to restore or protect lakes, streams, or coastal waters that are polluted or considered threatened. Projects must be designed to achieve water quality improvements.

The Maine NPS Grants Program is administered by the Maine Department of Environmental Protection (MDEP) in consultation with the U. S. Environmental Protection Agency (EPA). Grants for projects will be funded with monies provided to Maine by the U.S. Environmental Protection Agency under Section 319(h) and 604(b) of the Federal Clean Water Act.

Under the RFP process, a review committee with representatives from MDEP, EPA, and other agencies evaluates proposals. The review committee funding recommendations are forwarded to EPA for review and approval in accordance with federal grant guidelines. Proposals selected for funding require final work plans approved by MDEP and EPA.

### **1.2 Organizations Eligible to Apply for a NPS Grant**

Maine public organizations such as state agencies, soil and water conservation districts, regional planning commissions, watershed districts, municipalities, and nonprofit organizations with federal tax exempt status [501(c)(3)] are eligible to receive NPS grants.

### **1.3 Types of Projects**

This RFP invites proposals for two types of projects:

NPS Watershed Implementation Project. Project focuses on implementing actions in a watershed to improve or protect a waterbody. The project is designed so that Best Management Practices (BMPs) are implemented in a manner that leads to a significant reduction in NPS pollutant load to a waterbody. For more information see Section 2.1.

NPS Watershed Survey. Project focuses on finding, describing, and prioritizing NPS pollution sources in a watershed, and recommends BMPs for treating identified NPS sites. NPS Watershed Surveys provide essential information for planning and implementing NPS Watershed Implementation Projects. For more information, see Section 2.2

Examples of Projects. Refer to the publication, Nonpoint Source Management Program - 2008 Annual Report, April 2009. "Section F. NPS Water Pollution Control Projects Completed in 2008" summarizes each NPS project. Website: <http://www.maine.gov/dep/blwq/docgrant/319.htm>

## **1.4 Projects in Priority Watersheds**

MDEP designated certain watersheds as high priority in order to enable focusing of resources to help restore waterbodies not meeting standards or protect waterbodies considered threatened with not meeting water quality standards in the future.

Although funds may be used for a project to benefit any waterbody in Maine, the RFP is structured to promote use of grant funds in priority waters as follows:

- A. This RFP (Section 1.10 Criteria for Evaluating Proposals) provides an incentive (5 points) for proposals designed to benefit a Priority Waterbody. For this RFP, Priority Waters are: (1) Maine Nonpoint Source Priority Watersheds; and (2) NPS impaired waters listed in Appendix I.
- B. This RFP (Section 1.6 Anticipated Grant Fund Allocations) reserves funds (\$220,000) for NPS project(s) intended to help restore NPS impaired waters that have a relatively high potential to be partially or fully restored within 5 years.

Refer to Appendix 1 for the Description of Priority Waters.

## **1.5 TMDL Waters / Watershed-based Plans Required**

EPA National NPS Program and Grants Guidelines requires a "Watershed-Based Plan" as a prerequisite for projects involving a TMDL waterbody to help ensure Section 319 funded projects make progress towards restoring NPS impaired waters. The "Watershed-Based Plan" must address EPA's 9 minimum elements of watershed planning. EPA believes these 9 elements are critical to assure that 319 funds are used effectively. For more information refer to Section 2.1E of this RFP.

## **1.6 Anticipated Grant Fund Allocations**

NPS Grants will be funded with anticipated FFY 2010 monies to be provided to Maine by EPA under the Federal Clean Water Act, Sections 319(h) and 604(b). DEP plans to allocate about \$600,000 for projects under this RFP. A portion of the funds (\$220,000) is allocated only for NPS projects intended to help restore an NPS impaired waterbody with high restoration potential. Refer to Appendix 1.

NOTE: The total amount of awards to any single grantee resulting from this RFP may not exceed \$150,000.

Funds will be allocated according to watershed location and project type as follows:

Watershed / Waterbody Location	PROJECT TYPE (\$600,000 total anticipated funding)	
	<u>For Implementation...</u>	<u>For Assessment...</u>
	NPS Watershed Projects	NPS Watershed Surveys
<u>ANY</u> Maine watershed with preference (5 points) for projects addressing a priority watershed (see Appendix #1)	\$340,000	\$40,000
<u>Only</u> NPS Impaired Waterbody with High Restoration Potential (see Appendix #1)	\$180,000	\$40,000

### 1.7 Limitations

Grant funds under this RFP may not be used:

- to implement requirements of MPDES Permits (includes Stormwater - Phase I & II); and a DEP Site Location of Development Permit;
- for NPS research;
- to replace malfunctioning septic systems;  
MDEP Small Community Grant Program provides grants to towns to help replace malfunctioning septic systems that are polluting a waterbody or causing a public nuisance; or
- to undertake, complete or maintain erosion or storm water control work otherwise required by existing permits or orders.

### 1.8 Non-Federal Match Requirement

Applicants must demonstrate a minimum non-federal match of 40 percent of the total cost of the project.

Grant funds requested (60%); Non-federal match (40%); total cost of project (100%).

DEP will not accept proposals with less than 40% non-federal match.

The 40 percent non-federal match may be calculated as follows:

$$[\text{Grant Funds Requested}] \times [0.667] = \text{minimum non-federal match required}$$

Or

$$[\text{Grant Funds Requested}] \times [1.667] = \text{total cost of project}$$

Match on a project is the value of funds or services used to help conduct the NPS Project that is not borne by the federal funds. Match includes contributions of cash or value of services from individuals, organizations, municipalities or *non-federal* public agencies. Federally funded projects or services do not qualify as non-federal match for NPS grants. Refer to Section 3.6 for more information.

### **1.9 Cost Sharing for BMP Construction**

A NPS Implementation Watershed Project is designed to prompt installation of BMPs to address problems at many NPS sites. Grantees usually provide technical assistance and outreach services to effectively prompt landowner installation of BMPs at NPS sites. In addition a grantee may chose to setup a cost sharing program as an incentive to prompt installation of BMPs. Under cost sharing, a grantee provides project funds in the form of a cost share payment to a town or individual to share the cost of acceptable BMP installations at NPS sites. To administer a cost sharing program a grantee determines: the types of NPS sites to be targeted for cost sharing; the eligible BMPs; the cost share percentage rate; provides information about availability of cost sharing; and uses an appropriate Cost Sharing Agreement. Recipients of 319 cost sharing must agree to properly operate and maintain the BMP for its intended purpose for the conservation practice service life. Recipients of 319 cost sharing for an "animal feeding operation" must agree to follow a nutrient management plan

The following limitations are applicable to cost sharing for BMPs located on private property:

- A. The project must demonstrate the value of the constructed BMP to others who may be willing to adopt similar practices. Demonstration can be accomplished in various ways, including but not limited to, showing the BMP to people or disseminating information about the BMP. The BMP must involve costs that would be considered reasonable by the target audience for the purpose of applying those BMPs on their own properties. Similar BMPs may be demonstrated in several locations to indicate their utility in a variety of settings.
- B. The cost share amount of federal section 319 funds to an individual cannot exceed 75% of the total cost of the BMP.
- C. Cost sharing is not allowed if a written enforcement order has been issued to the landowner or an investigation / resolution is pending to force installation of the BMP.

### **1.10 Criteria for Evaluating Proposals**

An interagency review committee will evaluate proposals. Projects will be evaluated according to the following criteria and point scoring. MDEP reserves the right to reject proposals which in the judgment of the review committee fail to reasonably meet requirements of the RFP.

- A. 30 points *Feasibility for Success*. Is the project likely to achieve its objectives successfully?

- 1. For All Projects:

- Considerations - effective actions; well sequenced; proven techniques; contribution and/or participation by appropriate stakeholders and municipal government; leveraged with other previous or concurrent efforts; How well does the proposal meet the "project design objective" for the project type? and

- 2. For *NPS Implementation Watershed Project*:

- Are the important NPS sites adequately identified (watershed survey or other assessment)? Prospect that a sufficient number of NPS sites be treated with BMPs to achieve a significant level of pollutant load reduction? Prospect that the project will substantially contribute to protection or improvement of a waterbody? For TMDL waters, is a Watershed-Based Plan completed or has the applicant shown reasonable means to complete a plan by January 2010?

- 3. For *NPS Watershed Survey*:

- Prospect the survey will prompt effective follow-up actions to protect or improve a waterbody?

B. 25 points *Cost Effectiveness*. Are project cost estimates reasonable with regard to the activities, tasks, personnel, deliverables, budget cost categories, and schedules described in the work plan? Amount and quality of proposed matching funds or services.

C. 20 points *Applicant Qualifications, Past Performance and Presentation*. Adequacy of the applicant qualifications to carry out the project (relevant experience, financial, administrative & technical qualifications, personnel and facilities) within the proposed timeframe. Consider any known past performance on relevant projects. How well did the applicant follow RFP Instructions for Preparing Proposals.

D. 10 points *NPS Pollution Problem / Need*. How well does the work plan exhibit an informed understanding of the nature, extent, and severity of the NPS water pollution problems and needs?

E. 5 points *Relative Value of the Waterbody*. The relative value of the waterbody considering uses by people, fish and other aquatic life. Uses include but are not limited to: recreational; valued fisheries; threatened or endangered species; public drinking water supply; commercial uses; etc.

F. 5 points *Priority Watersheds*. Is the project designed to benefit priority waters described in Appendix #1? (if yes, 5 points). A tributary waterbody qualifies for the 5 points provided the tributary is located within the direct drainage of a priority waterbody. "Direct drainage" means surface area that drains to a given waterbody without first passing through an upstream lake.

G. 5 points *Comprehensive Plan*. Does the town (or towns) involved in the project have an adopted Comprehensive Plan and Zoning Ordinance that the State Planning Office has determined is consistent with Maine's Comprehensive Planning and Land Use Regulation Act?

### 1.11 Preparing the Work Plan for Final Approval

For each project selected, MDEP will ask the applicant to submit a revised work plan, taking into account the comments received from the review committee, MDEP and EPA. Following the submittal of a revised work plan the MDEP and EPA will conduct a final review. MDEP will accept the work plan for contract preparation after determination that the applicant has adequately addressed the review comments. After EPA provides the Federal FFY 2010 grant funds to DEP, then DEP will prepare Grant Agreements for accepted project work plans.

### 1.12 Timetable - RFP & Grant Awards

April 17, 2009	RFP issued
May 25, 2009	Deadline to submit questions about the RFP
May 27, 2009	Deadline for DEP to respond to questions; Q/As posted on webpage
<b>June 4, 2009 - 2:00 pm</b>	<b>Deadline for submitting proposals</b>
June 2009	Review Committee evaluates proposals; develops funding recommendations for EPA approval
August 03, 2009	DEP notifies applicants of award decision
September 4, 2009	DEP requests revised work plan, as needed.
October 2, 2009	Applicants submit revised work plan to DEP
October 2009	DEP reviews revised work plans, confers with applicant to finalize workplan
November 2009	DEP accepts final work plans
January 2010	Contract preparation, applicant & DEP sign the contract
January 2010	DEP receives FFY 2010 funds from EPA
February 2010	Contract approved by Division of Purchases (MDFAS); project starts

## SECTION 2 PROJECT TYPES

### 2.1 NPS Watershed Implementation Project

The purpose of a Nonpoint Source Watershed Implementation Project is:

- Protect a waterbody considered threatened with not meeting water quality standards in the future; or
- Restore an impaired (TMDL) waterbody.

Prerequisite for NPS Watershed Project to Restore TMDL Waterbodies.

A Watershed-Based Plan meeting EPA's 9 minimum elements of watershed planning is required before receiving 319 funds for a NPS Watershed Implementation Project to implement BMPs to restore an impaired waterbody. For more information refer to subsections 2.1 E & F.

#### A. Project Design Objective & Approach.

##### 1. *Objective.*

A NPS Watershed Implementation Project must be designed so that a sufficient number of NPS sites are treated with BMPs to accumulate a significant level of NPS pollutant load reduction in order to protect or improve a waterbody. The effort should be focused on NPS sites estimated to be contributing the most pollutant loads.

For Example: A NPS Watershed Survey identified 60 sites needing BMPs within a 7 square mile watershed. It is estimated that fixing about 30 sites (a significant pollutant load reduction in this watershed) would yield a water quality improvement. Then, the project should be designed to fix those 30 sites.

##### 2. *Waterbody / Watershed Area Considerations.*

The waterbody / watershed will need to be relatively limited in size to enable the project to have a visible beneficial effect. If the waterbody has a larger watershed it is unlikely that a modest project will demonstrably improve or protect water quality. Further, it is expected that a NPS Watershed Implementation Project will focus on one waterbody. In multiple-waterbody watersheds, the project area may be too large and/or the coverage of the proposed BMP installations may not be extensive enough to lead to significant load reductions.

##### 3. *Phasing Considerations.*

Project grants are limited to a 2-year project period. Certain NPS watershed implementation projects should be designed to anticipate a 2nd phase or more phases. If additional phases of the project are anticipated, briefly describe the goal of each phase in the "General Project Plan" section of the work plan. Cases in which phasing may be warranted include projects to restore impaired waters, and projects in relatively larger watersheds.

For Example: A NPS watershed survey identified 300 sites within a 40 square mile watershed that need BMPs. It is estimated that fixing 200 sites would yield a demonstrable water quality improvement and/or a significant pollutant load reduction. This might only be reasonable with a long-term commitment to conduct a project in four 2-year phases over 8 years.

#### 4. *NPS Watershed Survey.*

NPS Watershed Surveys provide essential information for planning and implementing NPS Watershed Implementation Projects. A NPS Watershed Survey or other assessment of nonpoint sources and listing of NPS sites (equivalent detail as in a NPS Watershed Survey) is required information prior to undertaking a NPS Watershed Implementation Project. The "Problem /Need" section of the proposal requests a summary of the findings of the NPS Watershed Survey or other assessment of nonpoint sources and NPS sites.

#### 5. *Outreach*

Since outreach activities are often an important part of a NPS Watershed Implementation Project, DEP produced "Outreach Guidance for NPS Watershed Implementation Projects" (4 p). The guide is intended to help NPS RFP users develop more effective outreach task(s) to help accomplish the objectives of a "NPS Watershed Project". The guidance is available on the Grants webpage at <http://www.maine.gov/dep/blwq/docgrant/319.htm>

#### 6. *Estimating NPS Pollutant Load Reductions.*

All NPS Watershed Implementation Projects must be designed to include a means to estimate pollutant load reductions from the installed BMPs. The EPA National 319 Program Guidelines requires load reduction estimates for all BMPs that are intended to control sediments (tons/year) and/or nutrients (phosphorus and/or nitrogen (lbs/year)). Grantees will need to document the inputs & calculations used to produce the estimates. Pollutant load reduction information for projects must be reported annually. DEP provides a standard form, "Pollutants Controlled Report", to report estimates.

The pertinent task ("Pollutant Reduction Estimates") must be included under the Tasks, Schedules & Estimated Costs section of the workplan. Applicants must identify the method(s) they intend to use to estimate NPS load reductions. DEP recommends using methods described in the EPA "Region 5 Model" and/or the Water Erosion Prediction Project (WEPP) computer model. These models are described at websites <http://it.tetratech-ffx.com/step1/> and <http://forest.moscowfsl.wsu.edu/fswpp/>. DEP accepts use of other appropriate estimation methods.

#### B. Readiness.

Readiness factors to consider in designing an effective NPS Watershed Implementation Project:

- The waterbody is considered threatened or polluted & the water quality conditions are known;
- Watershed is relatively limited in size & the project is likely to have a beneficial effect;
- Watershed sources that are primarily causing the water quality problem are documented;
- Practical solutions (BMPs) are identified and prioritized;
- BMPs will be installed with enough intensity to achieve significant pollutant load reduction;
- Ability to evaluate for environmental results (load reductions, waterbody improvement);
- A restoration or protection goal is understood and supported by the community;
- High prospect that landowners would cooperate and use BMPs on critical source areas;
- Feasible to restore or reduce the threat to water quality within 3 to 10 years;
- There is a local entity to forge partnerships, champion, own, manage and sustain the project.

C. Expected Environmental Results.

The workplan should provide a concise statement of the expected environmental result, outcome, or end-state that this project would likely achieve. Goal-setting and results-planning can help water resource managers develop more deliberate project designs and achieve optimal project outcomes.

DEP recognizes years of sustained NPS implementation may be needed to achieve measurable improvement to a waterbody. When it is feasible to expect the proposed project to achieve a measurable improvement to the waterbody, the proposal should provide a description of the expected waterbody improvement. If no measurable water quality improvements are expected to occur within the two-year NPS project, quantified, pre-project estimates of expected pollutant load reductions can be provided in the Expected Environmental Results section. DEP encourages, but does not require, proposals to include a quantitative estimate of pollutant load reduction that will be achieved by the project.

Waterbody improvement could be physical, biological or chemical measures, such as: lineal feet of improved (protected) shoreline or riparian areas; restored stream morphology, decreased temperature, restored flow or water levels, improved water clarity (secchi disk transparency); increased dissolved oxygen, reduced nutrient or bacteria levels; shellfish harvest area opening; etc.

Examples of “expected environmental result” statements:

- “The long term goal is to eliminate nuisance algae blooms, improve water clarity, and reduce phosphorus loading to maintain an average phosphorus concentration in [name] Lake [number] ppb, as recommended in the TMDL. To achieve this in-lake phosphorus concentration, the total phosphorus load reduction needed is (# kg) P. This project will reduce phosphorus loading by an estimated (# kg) P, or 10% of the load reduction recommended in the TMDL report.”;
- “Ambient fecal coliform bacterial levels will be reduced to enable reopening of a closed shellfish harvest area (18 acres).”
- “This project will help X Lake to maintain Class GPA standards. Towards this goal, preliminary estimates indicate that this project will prevent [#] lbs of P and [#] tons of sediment from entering Lake X annually.”

D. Eligible Activities.

Eligible activities in projects typically include: BMP design; BMP construction; technical assistance; training and technology transfer; information outreach; project management; and actions to evaluate the outcome of the project.

E. Watershed-Based Plan to Restore TMDL Waters - EPA Requirement

1. *Requirement.* Completion of a Watershed-Based Plan is required prior to use of 319 funds for a NPS Watershed Implementation Project to implement BMPs to restore an impaired (TMDL) waterbody. EPA believes preparation of the plan is necessary to help ensure Section 319 funded projects make progress towards restoring NPS impaired waters.

2. *EPA Watershed-Based Plan.* A Watershed-Based Plan must be designed to achieve the load reductions called for in a TMDL and address EPA's 9 minimum elements for watershed planning:

- a. Identification of Causes & Sources;
- b. Estimation of Load Reductions from Planned Management Measures;
- c. Description of Management Measures;
- d. Description of Technical & Financial Assistance Needed;
- e. Information & Education Outreach;
- f. Implementation Schedule;
- g. Milestones to Measure Progress Implementing Management Measures;
- h. Criteria to Determine Progress in Attaining Water Quality Standards & Load Reductions; and
- i. Plan to Monitor Progress Compared to Criteria.

Consider the Watershed-Based Plan as a strategic plan of actions needed over a 5 to 10 year timeframe to achieve the load reductions called for in a TMDL in order to restore an NPS impaired waterbody. The plan is not intended to be a detailed tactical work plan, such as a 2 year work plan for a NPS Watershed Project. Use existing reports (approved TMDL report, watershed surveys, watershed management plan, etc) to facilitate preparation of a Watershed-Based Plan.

For EPA's description of Watershed-Based Plans refer to NPS Program and Grants Guidelines for States and Territories (Oct 23, 2003); Section III. D. Watershed-Based Plans. <http://www.epa.gov/owow/nps/cwact.html>

An example of an acceptable Watershed-Based Plan (Annabessacook Lake) is posted on DEP's 319 grant program webpage at <http://www.maine.gov/dep/blwq/docgrant/319.htm>

For a detailed reference "toolbox" on watershed planning, refer to EPA's Handbook for Developing Watershed Plans to Restore & Protect Our Waters. [http://www.epa.gov/owow/nps/watershed\\_handbook/](http://www.epa.gov/owow/nps/watershed_handbook/)

#### F. Grant Available to Prepare the Watershed-Based Plan

This section applies only for applicants filing a proposal for a NPS Watershed Implementation Project to help restore a primarily NPS impaired waterbody with high restoration potential (Refer to Appendix #1).

An RFP applicant that does not currently have a Watershed-Based Plan accepted by DEP may meet the requirement (Section 2.1E) by committing to produce an acceptable Watershed-Based Plan by January 2010. DEP will offer technical and financial assistance to successful applicants that receive a DEP award decision letter (July 2009) informing the applicant that DEP intends to award a NPS Grant for their proposed NPS Watershed Implementation Project. In August, DEP expects to offer a grant generally in the range of \$5,000 to \$10,000 of 319 funds to successful applicants to help the applicant produce an acceptable Watershed-Based Plan by January 2010.

See Appendix 2 for "Instructions for Preparing Proposals".

## 2.2 NPS Watershed Survey

A NPS Watershed Survey focuses on finding, describing, and prioritizing specific NPS pollution sources in a watershed, and recommends BMPs for correcting identified pollution sources. NPS Watershed Surveys provide essential information for planning and implementing NPS Implementation Watershed Projects.

A. Project Design Objective. The project is designed to produce: (1) a survey report describing each site (NPS pollution source) in the watershed; relative importance rating; a preliminary recommendation for fixing each site; and (2) an increase in citizen awareness and action to adopt best management practices at NPS sites in the watershed. A NPS Watershed Survey often prompts landowners to take actions to reduce soil erosion, sedimentation or polluted stormwater runoff. Survey results can be used to help attract local support for developing and conducting a NPS Watershed Project.

B. Activities. NPS Watershed Surveys usually rely on trained volunteers from the community to identify the sources of NPS pollution. Professionals assist the volunteers in evaluating, prioritizing, and recommending general solutions for the identified sites, as well as conduct any necessary follow-up evaluation. Project tasks should include: forming the steering committee; publicizing the survey; training the volunteers; conducting the survey; follow-up evaluation of sites; preparing the survey report; and outreach efforts to inform the public about the findings and recommendations of the survey.

### C. Methods – Lakes and Streams

Recommended methods for a NPS watershed survey for lakes are described in “A Citizens Guide to Lake NPS Watershed Surveys” (April 1997). <http://www.maine.gov/dep/blwq/docwatershed/materials.htm>

Recommended methods for NPS watershed surveys for streams are described in “Stream Survey Manual Volume I: A Citizen’s Guide to Basic Watershed, Habitat and Geomorphology Surveys in Stream & River Watersheds” (February 2009). <http://www.maine.gov/dep/blwq/docstream/team/materials.htm>  
DEP prepared “Stream Survey Guidance for NPS Projects”, (February 2009) to help NPS grant applicants improve NPS watershed survey proposals for streams. The guidance is available on the Grants webpage at <http://www.maine.gov/dep/blwq/docgrant/319.htm>

NPS Watershed Survey Projects must be designed for completion within 12 months.  
See Appendix 2 for Instructions for Preparing Proposals.

## SECTION 3 TERMS & CONDITIONS of NPS GRANT AWARDS

### 3.1 Administrative Capacity

A "Grantee" (grant recipient) must have administrative capacity to comply with the applicable requirements of federal “Uniform Administrative Requirements for Grants and Cooperative Agreements” (40 CFR Part 31 or 33) and State requirements. This includes, but is not limited to, managing allowable project costs, non-federal match, cost accounting and invoicing, audit procedures, records access, record keeping, sub-agreements, and progress reporting. The Grantee must have a financial accounting system that operates in accordance with applicable circulars by the Federal Office of Management and Budget (OMB). Copies of circulars may be obtained from the OMB at <http://www.whitehouse.gov/omb/grants> .

### **3.2 Grant Agreement**

Grant recipients must enter into a written Grant Agreement with the MDEP to establish mutually agreeable terms for completing the project. The Grant Agreement is in the form of a contract formatted according to standard Maine State government contract procedures (form BP 54). See Appendix 4 for the Grant Agreement template.

### **3.3 Timely Implementation and Closeout of NPS Project**

A grantee is obliged to take action to implement the project as planned and closeout the project by the project completion date cited in the "Project Duration" section of the workplan. DEP recognizes that unforeseen delays and extenuating circumstances sometimes occur that may require additional time to complete a project. If this is necessary and DEP can extend the agreement, then DEP may accept extending the project for additional time up to 1 year beyond the project completion date.

### **3.4 Pre-Award Costs**

The MDEP is not liable for any cost incurred by the Grantee or any Grantee subcontractor(s) prior to the contract effective date. MDEP can not authorize any payments prior to final approval of the grant agreement. Liability of the State of Maine and/or the MDEP is limited to the terms and conditions of the grant agreement.

### **3.5 Reporting Requirements**

Semi-annual progress reports and a final report are required for NPS projects. Reporting requirements and other information to help Grantees administer a NPS project are described Nonpoint Source Grant Administrative Guidelines, available from MDEP or the website:

<http://www.maine.gov/dep/blwq/docgrant/319.htm>

### **3.6 Matching Funds or Services**

Match is the value of funds or services used to help conduct the NPS Project that is not borne by the federal NPS grant funds. Match includes, but is not limited to, contributions of cash or value of services from individuals, organizations, municipalities or non-federal public agencies. Federally-funded projects or services cannot be used as match for NPS grants.

A. Funds or services contributed to the project as matching funds or services must:

1. Be eligible under EPA National 319 Program Guidance;
2. Relate directly to the tasks in the project work plan;
3. Be reasonably valued for the work performed; and
4. Be supported by documentation.

B. Match may be cash or the value of "in-kind" non-cash contributions such as charges for equipment used on the project or the value of goods and/or services directly contributed to the project. Third party "in-kind" contributions may be provided by non-federally funded public agencies, organizations or individuals. Volunteer services provided by individuals to the Grantee for project activities and travel costs may be valued as match at rates consistent with rates ordinarily paid by employers for similar work.

In the Final Project Report, the Grantee must certify in writing that the project match amount was met.

C. Examples of project actions that might be used as eligible project match include the following:

1. Cost of construction of approved BMPs at NPS sites (including labor, equipment and materials).
2. Cost or "value per hour" rate, multiplied by the number of hours of work performed to help carry out project work plan tasks, such as: serving on the project Steering Committee; writing, copying and mailing water quality publications or watershed newsletters; participating in project activities; providing training or workshop sessions; designing or reviewing BMP or conservation plans, etc.
3. The value per hour rates for the volunteer services must be reasonably valued for the work performed.
4. Services contributed by volunteers that relate *directly* to the application of tasks in the project work plan. For example, the value of time spent making a training presentation called for by a work plan task is eligible as match. However, a person attending a presentation as part of the general audience is not eligible as match.
5. Cost of travel. Mileage rate cannot exceed the State of Maine rate in effect (01/01/08 \$0.44/mile).
6. Cost of office or field equipment rentals, and supplies used for the project.

### **3.7 Environmental Data Quality Assurance**

If your project involves environmentally-related measurements such as water quality sampling, monitoring, or sample analysis, then the work must be completed in accord with a Quality Assurance Project Plan (QAPP) that is approved by DEP prior to data acquisition. In the work plan, applicants must identify the existing QAPP that will be utilized or describe preparation of a project-specific QAPP as a task. While preparation of a QAPP is not necessarily a burdensome task, it does require a level of planning and documentation greater than is needed for other projects. The key components of any QAPP are 24 elements described in "EPA Requirements for Quality Assurance Project Plans, EPA QA/R-5. See the following website to download the document: <http://www.epa.gov/quality/qs-docs/r5-final.pdf>

For projects using volunteer monitors, "The Volunteer Monitor's Guide to Quality Assurance Project Plans" is the appropriate guidance document. It is available at <http://www.epa.gov/owow/monitoring/volunteer/qappcovr.htm>

## **SECTION 4 HOW TO APPLY**

### **4.1 Contact MDEP for Information**

Questions about this RFP must be directed in writing to:

Norm Marcotte, Bureau of Land and Water Quality  
Maine Department of Environmental Protection  
17 State House Station  
Augusta, ME 04333

Or by e-mail to: [norm.g.marcotte@maine.gov](mailto:norm.g.marcotte@maine.gov) or fax at: (207) 287-7826.

- A. Questions must be in writing. Questions will be accepted until May 25, 2009.
- B. The Department will respond in writing to all substantive questions received. Questions and responses will be posted on the DEP website by May 27, 2009 at:  
<http://www.maine.gov/dep/blwq/docgrant/319.htm>

## 4.2 Submitting the Proposal

Prepare the Proposal in the 4 Parts according to instructions provided in this RFP. Refer to Appendix 2 for "Instructions for Preparing Proposals".

Proposals must be submitted in a sealed package containing seven (7) complete copies of the Proposal. The package must be clearly marked with the bidder's return address and the notation "**Proposal: NPS Grants Program 2010**".

Do not mail or deliver the package to DEP. The package must be delivered to the:

Division of Purchases  
Burton Cross Building, 4th Floor  
111 Sewall Street  
9 State House Station  
Augusta, Maine 04333-0009

**Proposals must be received at the Division of Purchases Office no later than 2:00 pm local time Thursday June 4, 2009.** The proposals will be opened by Division of Purchases and time/date stamped upon receipt.

**IMPORTANT:** Applicants should allow adequate time for delivery of the proposals, since **only proposals received and time/date stamped at the Division of Purchases prior to 2:00 p.m. local time on Thursday June 4, 2009 will be considered.**

DEP reserves the right to reject proposals that do not reasonably follow the Instructions for Preparing Proposals (Appendix 2). DEP will not accept proposals with less than 40% non-federal match.

## Appendix #1 DESCRIPTION OF PRIORITY WATERS

### A. NPS Impaired Waters – High Restoration Potential

*“The priority objective for the use of Section 319 grant funds is to implement the national policy, set forth in Section 101(a) of the CWA, that nonpoint source programs be implemented expeditiously to achieve the goals of the CWA, including the restoration and maintenance of the chemical, physical, and biological integrity of the Nation's waters. To achieve this objective, the guidance places top priority on implementing on-the-ground measures and practices that will reduce pollutant loads and contribute to the restoration of impaired waters.”* (Supplemental Guidelines for the Award of Section 319 Nonpoint Source Grants to States and Territories in FY 2003)

Restoring NPS-impaired waters is a national priority. EPA requires that states allocate Section 319 funding for restoration projects and document restorations as national NPS success stories. To qualify as a success story, a waterbody must have been listed as impaired and the waterbody is partially or fully restored due to actual NPS control or restoration efforts. For more information about NPS Program Success Stories refer to EPA webpage: <http://www.epa.gov/owow/nps/Success319/info.htm>

To help meet these Section 319 program objectives, DEP developed a list of impaired waters in Maine that have a relatively high potential to be either fully or partially restored in the next five years. This list will be used to target grant funds and resources to those waterbodies which are likely to be restored expeditiously. DEP staff reviewed all the primarily NPS impaired waters in the 2008 Integrated Report (<http://www.maine.gov/dep/blwq/docmonitoring/305b/index.htm>) and considered many factors pertinent to accomplishing restoration to judge which waters have a relatively high restoration potential. Key factors were: waterbody size, watershed area, water quality impairment and causes are well understood, magnitude of impairment, water quality trend, land uses in the watershed, extent of treatable nonpoint sources; and extent of local support. DEP staff applied its best professional judgment and found the following waters have a relatively high potential to be partially or fully restored within 5 years:

Annabessacook Lake (Winthrop)	Dudley Brook (Chapman)
Duckpuddle Pond (Nobleboro)	Fish Brook (Fairfield)
Echo Lake (Presque Isle)	Frost Gulley Brook (Freeport)
Highland Lake (Windham)	Red Brook (Scarborough)
Threecorned Pond (Augusta)	
Trafton Lake (Limestone)	

DEP acknowledges there may be other waters that also have a relatively high potential to be restored within 5 years. DEP will consider other waterbodies for funds under the (\$220,000) allocation goal. In order to be considered, the proposal needs to exhibit that the waterbody has a relatively high potential to be partially or fully restored within 5 years.

**MAINE NONPOINT SOURCE PRIORITY WATERSHEDS LIST**

**COASTAL WATERS** (17 total; listed geographically, west to east)

Piscataqua estuary Spruce Creek York River Ogunquit River estuary Webhannet River estuary Scarboro River estuary	Royal River estuary Cousins River estuary Harraseeket River estuary Maquoit Bay New Meadows river estuary Medomak River estuary	St. George River estuary Weskeag River Rockland Harbor Union River estuary Machias River estuary
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**RIVERS & STREAMS** (55 total; listed alphabetically by waterway and county; boldfaced entries are highest priority; \* denotes community public drinking water supply)

<b>Allagash River, Aroostook</b> <b>Bond Brook, Kennebec</b> Branch Brook, York* <b>Capisic Brook, Cumberland</b> <b>Caribou Stream, Aroostook</b> Carrabassett River, Franklin <b>Chandler Brook, Cumberland</b> Chapman Brook, Oxford* Cobboseecontee Strm, Kennebec Cold River, Oxford Collyer Brook, Cumberland Crooked River, Oxford Daigle Brook, Aroostook <b>Dennys River, Washington</b> Dickey Brook, Aroostook <b>Ducktrap River, Waldo</b> <b>East Machias River, Washington</b> <b>E Br Piscataqua R, Cumberland</b>	<b>Fish Brook, Somerset</b> <b>Frost Gully Strm, Cumberland</b> <b>Great Works River, York</b> <b>Kenduskeag Strm, Penobscot</b> Kennebunk River, York Limestone Stream, Aroostook* Little Androscoggin R., Oxford Little Ossipee River, York <b>LittleMadawaskaR., Aroostook*</b> <b>Long Creek, Cumberland</b> <b>MachiasRiver, Washington</b> Medomak River, Lincoln <b>Meduxnekeag River, Aroostook</b> Mousam River, York <b>Narraguagus R., Washington</b> Nezinscot River, Oxford Nonesuch River, Cumberland Ossipee River, Cumberland Perley Brook, Aroostook <b>Piscataqua River, Cumberland</b>	Pleasant River, Cumberland <b>Pleasant River, Washington</b> <b>Presque Isle Strm. (incl. North Brk.), Aroostook*</b> <b>Prestile Stream, Aroostook</b> <b>Presumpscot R., Cumberland</b> Royal River, Cumberland Salmon Brook, Aroostook Salmon Falls River, York* <b>Sebasticook River, Somerset</b> <b>Sheepscot River (incl. W. Branch), Lincoln</b> Soudabscook Stream, Penobscot St. George River, Knox Stroudwater River, Cumberland <b>Sunday River, Oxford</b> Togus Stream, Kennebec Union River, Hancock <b>Wesserunsett Stream, Somerset</b>
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**LAKES** (181 total; listed alphabetically; boldfaced entries are highest priority; \* denotes community public drinking water supply; town names are included only to identify general lake locations)

<b>Adams Pond, Boothbay*</b> Alamoosook Lake, Orland Alford Lake, Hope Allen Pond, Greene Anasagunticook Lake, Canton* <b>Androscoggin Lake, Leeds</b> <b>Annabessacook Lake, Winthrop</b> <b>Bauneg Beg Pond, Sanford</b> Bay of Naples, Naples Beach Hill Pond, Otis Bear Pond, Hartford Bear Pond, Waterford Beaver Pond, Bridgton Berry Pond, Winthrop Big Indian Pond, St. Albans Big Wood Pond, Jackman* Biscay Pond, Damariscotta	Bonny Eagle Lake, Buxton Boulter Pond, York* Branch Lake, Ellsworth* Branch Pond, China Brettuns Pond, Livermore Buker Pond, Litchfield Bunganut Pond, Lyman Caribou, Egg, Long Pd, Lincoln Carlton Pond, Winthrop* Center Pond, Lincoln Chases Pond, York* Chickawaukie Pond, Rockport <b>China Lake, China*</b> Clary Lake, Whitefield <b>Cobboseecontee L., Winthrop*</b> Cochnewagon Lake, Monmouth Coffee Pond, Casco	<b>Cold Stream Pond, Enfield</b> Coleman Pond, Lincolnville Crawford Pond, Warren Crescent Pond, Raymond Crooked Pond, Lincoln <b>Cross Lake, T17R5</b> Crystal Lake, Gray <b>Damariscotta Lake, Jefferson*</b> Dexter Pond, Winthrop Dodge Pond, Rangeley Duckpuddle Pond, Waldoboro Dyer Long Pond, Jefferson East Pond, Smithfield Echo Lake, Presque Isle Echo Lake, Readfield Ellis Pond, Roxbury Estes Lake, Sanford
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**MAINE NONPOINT SOURCE PRIORITY WATERSHEDS LIST**

**LAKES (CONTINUED)**

Flying Pond, Vienna Folly Pond, Kittery* Folly Pond, Vinalhaven* <b>Forest Lake, Windham</b> Fresh Pond, North Haven* Grassy Pond, Rockport* Great Moose Lake, Hartland <b>Great Pond, Belgrade</b> Green Lake, Ellsworth Haley Pond, Rangeley Halls Pond, Hebron* Hancock Pond, Embden* Hancock Pond, Denmark Hermon Pond, Hermon <b>Highland Lake, Windham</b> <b>Highland Lake, Bridgton</b> Hogan Pond, Oxford Holland Pond, Limerick Horne Pond, Limington Hosmer Pond, Camden Ingalls Pond, Bridgton Island Pond, Waterford Kennebunk Pond, Lyman Keoka Lake, Waterford Knickerbocker Pond, Boothbay <b>Lake Auburn, Auburn*</b> Little Cobbosseecontee L. Winthrop <b>Little Ossipee, Waterboro</b> Little Penneesseewassee, Norway Little Pond, Damariscotta* <b>Little Sebago, Windham</b> Little Wilson Pond, Turner <b>Long Lake, Bridgton</b> Long Lake, T17 R4 WELS Long Pond, Belgrade & Rome Long Pond, Bucksport Long Pond, Southwest Harbor* Long Pond, Waterford Lovejoy Pond, Wayne Lower Narrows Pond, Winthrop <b>Lower Range Pond, Poland</b> <b>Madawaska Lake</b> <b>Westmanland</b> <b>Maranacook Lake, Winthrop</b> Mattanawcook Pond, Lincoln	McGrath Pond, Oakland Meduxnekeag Lake, Oakfield <b>Megunticook Lake, Lincolnville</b> <b>Messalonskee Lake, Sidney</b> Middle Pond, Kittery* <b>Middle Range Pond, Poland</b> Mirror Lake, Rockport* Moose Hill Pd., Livermore Falls* Moose Pond, Sweden Mount Blue Pond, Avon* <b>Mousam Lake, Shapleigh</b> <b>Nequasset Lake, Woolwich*</b> Nokomis Pond, Newport* No Name Pond, Lewiston North Pond, Norway North Pond, Smithfield North Pond, Sumner* North Pond, Warren Norton Pond, Lincolnville Notched Pond, Raymond Otter Pond, Bridgton Panther Pond, Raymond Paradise Pond, Damariscotta Parker Pond, Casco Parker Pond, Vienna Parker Pond, Jay* Pattee Pond, Winslow Peabody Pond, Sebago Pemaquid Pond, Waldoboro <b>Penneesseewassee Lake, Norway</b> Phillips Lake, Dedham Pleasant Lake, Otisfield <b>Pleasant Pond, Richmond</b> Pleasant Pond, Turner Pleasant Pond, T4 R3 WELS Pocasset Lake, Wayne <b>Pushaw Lake, Orono</b> Quimby Pond, Rangeley Raymond Pond, Raymond Roberts Wadley Pond, Lyman Round Pond (Little), Lincoln <b>Sabattus Pond, Sabattus</b> <b>Sabbathday L, New Gloucester</b>	Saint Froid Lake, Eagle Lake* Saint George Lake, Liberty Salmon Lake, Belgrade Salmon Pond, Dover-Foxcroft* Sand Pond, Monmouth Sand Pond, Denmark <b>Sebago Lake, Sebago*</b> <b>Sebasticook Lake, Newport</b> Sennebec Pond, Union Seven Tree Pond, Warren Shaker Pond, Alfred Silver Lake, Bucksport* South Pond, Warren Spectacle Pond, Vassalboro Square Pond, Acton Starbird Pond, Hartland* <b>Swan Lake, Swanville</b> Swan Pond, Lyman <b>Taylor Pond, Auburn</b> Thomas Pond, Casco <b>Thompson Lake, Oxford</b> Threecornered Pond, Augusta <b>Threemile Pond, Winsor</b> Togus Pond, Augusta Torsey Pd., Mt. Vernon & Readfield <b>Trickey Pond, Naples</b> Tripp Pond, Poland <b>Unity Pond, Unity</b> <b>Upper Narrows Pd, Winthrop*</b> <b>Upper Range Pond, Poland</b> Varnum Pond, Wilton* Ward Pond, Sidney Wassookeag Lake, Dexter* Watchic Pond, Standish <b>Webber Pond, Vassalboro</b> West Harbor Pond, Boothbay Hbr Whitney Pond, Oxford Wilson Lake, Acton Wilson Pond, Wilton Wilson Pond, Wayne Wood Pond, Bridgton Woodbury Pond, Monmouth Young Lake, Mars Hill*
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For more information refer to: <http://www.maine.gov/dep/blwq/docwatershed/prilist5.pdf>

## APPENDIX #2

### INSTRUCTIONS FOR PREPARING PROPOSALS

**A. PROPOSAL CONTENTS in 4 PARTS** - The proposal package must contain 7 copies of the proposal, each copy in 4 PARTS as follows:

\_\_\_\_ PART 1. COVER LETTER. A completed cover letter on applicant letterhead signed by an official authorized to submit a proposal on behalf of the applicant. NOTE: If the applicant is not a public agency or unit of government, then include a statement in the cover letter certifying that the applicant has federal tax exempt status under 501(c)(3) of the U.S. Internal Revenue Code.  
*(no more than 1 page)*

\_\_\_\_ PART 2. QUALIFICATIONS. Present a brief summary of applicant qualifications to carry out the project and manage a grant. Summarize relevant experience and financial, administrative, and technical qualifications of the organization. Summarize relevant experience of the person to be assigned to manage the project.  
*(no more than 2 pages)*

\_\_\_\_ PART 3. LOCATION MAP. Provide a location map of the project watershed area on one page of 8.5" by 11" paper clearly showing the waterbody(s), town(s) and delineating the watershed boundary.  
*(no more than 1 page)*

\_\_\_\_ PART 4. WORK PLAN. Follow the Instructions for Work Plan Content and Format, below.

\_\_\_\_ **REQUIREMENT only for a proposal for a NPS Watershed Implementation Project to help restore an impaired (TMDL) waterbody.** Provide the title and date of the Watershed-Based Plan accepted by DEP and briefly state how the applicant plans to complete an EPA Watershed-Based Plan acceptable to DEP by January 2010.  
*(no more than 1 page)*

**NOTE:** The entire proposal consisting of 4 parts cannot exceed a total of 18 pages

### B. INSTRUCTIONS for WORK PLAN CONTENT and FORMAT

1. Work Plan. Prepare the work plan in a direct concise style using a size #11 font and one inch margins. The work plan shall be no more than 7 pages.
2. Attachments. Attachments to the work plan (such as candidate NPS sites list, letters of support, etc.) may not exceed 6 pages. If a letter of support is attached, it should exhibit a level of commitment to provide some specific work, services, or funds for the project.

#### *Examples of Work Plans*

*DEP posted 3 examples of NPS workplans on the NPS Grants webpage to help respondents see the content, scope and format of a NPS project work plan.  
<http://www.maine.gov/dep/blwq/docgrant/319.htm>*

List headings in sequence as follows:

**PROJECT TITLE & GRANTEE NAME:** Provide a *short* descriptive project name, and the name of the Grantee that will be responsible for the project.

**WATERSHED INFORMATION:** (1) Provide a brief summary describing the watershed and waterbody characteristics, include watershed area. (2) Summarize the relative value of the waterbody to people. ID any major public access ways to the waterbody; Consider uses including but not limited to: recreational; valued fisheries; threatened or endangered species; public drinking water supply; commercial uses; etc. (3) Provide background information on recent NPS actions in the watershed that indicate the proposed project is appropriate and likely to be successful. (4) If the waterbody is a Priority Water or has an approved TMDL report, then state that in this section.

**PROBLEM / NEED:** Concisely describe the problem and need: Considering the entire watershed, summarize the important nonpoint pollution sources; any relevant assessment reports; and the specific water quality problem(s) that needs to be addressed. Summarize information regarding important nonpoint sources in the watershed. For a proposal for a "NPS Watershed Implementation Project" - summarize the findings of the NPS Watershed Survey or other assessment of nonpoint sources and specific NPS sites.

**PURPOSE:** In 4 sentences or less, state the specific purpose of the project.

**PROJECT DURATION:**

Project start date:     month/year    

Project completion date:     month/year    

Project duration may be up to 24 months for a NPS Watershed Implementation Project and up to 12 months for a NPS Watershed Survey.

**GENERAL PROJECT PLAN:** Present a concise explanation or abstract-like summary (1/3 to 1 page) of what the project will do, who will do it, how it will be implemented. This section should lend itself as a "snapshot" overview of the key aspects of the project.

NOTE: If the project will involve a significant level of services to be provided by a different entity, then: (1) state that in the this section - General Project Plan; and (2) provide a signed letter (attachment to the work plan) from the entity to the grantee indicating their commitment to provide those services.

Certain NPS Watershed Implementation Projects need to be designed to anticipate a 2nd phase or more phases. If additional phases of the project are anticipated, briefly describe the goal of each phase.

Example: The proposed project is intended to be the first phase of a longer-term effort. We anticipate two additional phases will be needed to address the remaining priority sites in the northwestern section of the watershed (Phase II) and southern section of the watershed (Phase III). For Phase II, the anticipated goal is to address about 30 high and medium priority NPS sites, a major road erosion control project on

Route 72, and shoreline stabilization at the public boat launch. For Phase II, the anticipated goal is to address the remaining medium and high priority NPS sites. All phases will continue outreach work and technical assistance to help watershed residents recognize NPS problems and adopt BMPs

**TASKS, SCHEDULES & ESTIMATED COSTS:** List each major project tasks in numbered sequence (4 to 10 tasks). For each task identify who will do it, what will be done, and a cost estimate. The work to be performed must be quantified as much as possible (Examples: installing BMPs at 15 sites; install 36,000 square feet of riparian planting along 1200 feet of stream; 4 workshops, adopting two ordinances, etc.). If a task cannot be readily quantified then the actions should be explained in specific enough terms so that the work to be done and the expected outcome is clear. Identify any subcontracts for services that will be needed. Provide a date (month/year) for the starting and completion of each task, and a task cost estimate (grant + match = total estimate).

For examples of task descriptions, refer to examples of work plans at the NPS Grants webpage <http://www.maine.gov/dep/blwq/docgrant/319.htm>

1. Label Task 1 as "Project Management". Task 1 should reflect work and cost relating to overall project management and administrative functions, such as collaboration with key partners to manage the project, grant agreement management, preparation of progress and final project reports, account management, etc.

For NPS Watershed Implementation Projects Only

2. For construction of BMPs at NPS sites, provide an attachment to the work plan listing the following information: site name/location, type of site, the problem; the BMP solution; and a cost estimate. If a task involves installation of BMPs at numerous sites and commitments for actual sites are not secured, then prepare a list of "candidate" sites from which the final sites will eventually be chosen. Include information for each candidate site: site name/location; problem; the BMP solution, and cost estimate.

3. If cost sharing is planned, then the work plan must identify the types of BMPs proposed to be eligible for cost sharing, the cost sharing rate, potential installation sites and indicate a "Cost Sharing Agreement" will be used.

4. A NPS Watershed Project designed to control sediments and/or nutrients are required to estimate the NPS pollutant load reductions achieved. For consistency, DEP requests applicants to include a task labeled "Pollutant Reduction Estimates". Grantees must state that DEP's standard form Pollutants Controlled Report (PCR) will be submitted to DEP no later than December 31 of each year until completion and closeout of the project. The PCR summarizes the NPS sites, load reductions and method used to produce the estimates.

5. If outreach is planned, refer to DEP's "Outreach Guidance for NPS Watershed Implementation Projects" (4 p). The guidance is intended to help NPS RFP users develop more effective outreach task(s) to help accomplish the objections of a "NPS Watershed Project"  
<http://www.maine.gov/dep/blwq/docgrant/319.htm>

**DELIVERABLES:** Generally "Deliverables" are the 4 to 6 major products or outcomes of project work. Deliverables must be provided to MDEP. Progress Reports and the Final Project Report are Deliverables that are required for all projects. Examples of deliverables and how they should be listed in the work plan:

1. Grant Agreement (Contract)
2. Intercept survey results (pre and post); project brochure; press release (Task 3)
3. NPS Site Report for each NPS site (Task 5)
4. Pollutants Controlled Report (PCR) each year until project completion (Task 8)
5. Draft and Final NPS Watershed Survey (Task 6, 7)
6. Semi-annual Progress Reports & the Final Project Report (Task 1)
7. Table summarizing technical assistance: site name / location, problem, BMPs recommended and BMPs implemented (Task 4)

**INTERAGENCY COORDINATION, ROLES & RESPONSIBILITIES:** Briefly list the participation and commitment expected from other governmental or non-governmental organizations (municipalities, watershed associations, interest groups, federal, state, or regional agencies, etc.). List the role(s) of each group. Examples: project advisor, technical assistance, funding support, outreach services; steering committee, etc.

**EXPECTED ENVIRONMENTAL RESULTS:** *Include this only for "NPS Watershed Implementation Projects"* Provide a concise statement of the expected environmental result, outcome, or end-state that this project would likely achieve. (refer to section 2.1.C.)

**PROJECT COORDINATOR:** Provide the name, organization, mailing address, telephone number, and e-mail address of the one contact person for the Grantee.

**ESTIMATED TOTAL COST, FEDERAL & NON-FEDERAL SOURCES:**

- A. List total amount of NPS grant funds, non-federal matching funds, any other funds, and total costs. example:  
Federal (Section 319 CWA) Grant (319) - \$ 60,000; Nonfederal match - \$ 40,000; Total - \$100,000
- B. List source(s) of match and the dollar value planned.

<u>Sources of Match:</u>	<u>Dollar Value Planned</u>
Nice Watershed Asso.	\$12,000 (inkind services 8500; cash 3500)
Johnson Farm, Inc	\$ 8,000 (inkind services)
Redsky, Town of	\$20,000 (inkind services 9,000; cash 11,000)

**BUDGET INFORMATION:** Provide estimated project costs according to the cost categories described in Appendix 3.

The sum of cost estimates listed in work plan tasks should equal cost estimates listed in the table "Part 2, Budget Estimates by Cost Category", excluding indirect costs.

**Note:** Inaccuracies in adding budget page figures, not checking budget figures against cost estimates in the tasks, or incorrectly following the required budget format with "cost categories" are common causes of work plan deficiencies that may impact evaluation scores. Take care to reasonably follow the Appendix 3 budget format, including the proper cost category headings and double check the numbers before submitting the proposal.

**APPENDIX #3**

**PREPARING BUDGET ESTIMATES for NPS PROJECTS**

As part of the project work plan applicants are required to submit estimates of project costs according to the cost categories in the two-part format shown below. Applicants should include a footnote under the Part 2 table if a list or detailed description is needed to adequately describe budget estimates within a cost category.

**Part 1, Estimated Personnel Expenses (Grantee staff only):**

Position Name & Title	Hourly Rate	Number of Project Hours	Salary & Fringe	Total Grantee Personnel Expenses
1.				
2.				
3.				
Totals				

**Part 2, Budget Estimates by Cost Category:**

<i>Cost Category</i>	<i>Federal 319 Grant</i>	<i>Non-Federal Match</i>	<i>Total Cost</i>
Salary & Fringe (from Part 1)			
Supplies			
Construction			
Contractual			
Donated Services - Labor			
Travel (total mileage, rate/mile)			
Equipment			
Other (specify)			
Indirect			
Totals			

**Notes:**

- 1. Prepare budget estimates according to Cost Categories described on the next page.**
- 2. DEP will not accept proposals with less than 40% non-federal match.**

**Cost Category Descriptions: “Preparing Budget Estimates for NPS Projects”**

**Salary & Fringe**..... salaries and fringe benefits to be paid for work on the project by grantee staff, as reflected in Part 1. “Totals” in Part 1 are used to complete the “Salary and Fringe” category under Part 2. Salary & Fringe should reflect only costs for personnel employed by the grantee.

**Contractual**.....cost for a contract for the purchase of services (such as engineering, water quality, management services, etc) that will be provided to the grant recipient. The type of services, cost per hour, number of hours should be described in a note under Part 2.  
Contracts for construction should be placed in the construction cost category

**Construction**.....BMP construction costs for materials, labor, equipment rental. If applicable, include the value of volunteer labor associated with construction on this line in the column for match.

**Donated services - labor**... value of volunteer personnel services for any work, except construction, to be used to meet match requirements. Includes the total value of labor (based on hours of work) donated to help accomplish the project. Place value of volunteer labor associated with construction in the cost category for construction.

**Supplies**..... office/field/lab supplies, data processing materials, books, paper and other office supplies, etc. If supply costs are greater than two percent (2%) of the grant award, then the grantee must itemize the costs in a note under Part 2.

**Travel**.....project related charges for travel activities (travel, tolls, and auto rental charges). Vehicle costs should be shown as the number of miles times the mileage rate being applied. Mileage rate cannot exceed the State of Maine rate in effect during the travel (rate after 01/01/09 is \$0.44/mile).

**Equipment**.....any single article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of more than \$3000.

**Other**...any direct costs not included in one of the above categories.....May include costs for postage, publication and printing, license fees, equipment maintenance and repair, computer software, or other eligible costs.

**Indirect Costs**..... A grantee intending to claim indirect costs must confirm in writing to DEP that they operate according to an “indirect cost rate proposal” that conforms to the applicable "Cost Principles" (Circular A-21, A-87 or A-122) available from the Federal Office of Management and Budget. Identify the indirect cost rate and the estimated total amount.

**APPENDIX #4**

AdvantageME CT No: \_\_\_\_\_  
STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Agreement to Purchase Services

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is by and between the State of Maine, Department of Environmental Protection, hereinafter called "Department," and \_\_\_\_\_, located at \_\_\_\_\_, telephone number \_\_\_\_\_, hereinafter called "Provider", for the period of \_\_\_\_\_ to \_\_\_\_\_. The Employer Identification Number of the Provider is VC\_\_\_\_\_

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C – Exceptions to Rider B - None
- Rider D – Debarment for Federal Funds
- Rider E - Certification
- Rider F – Trafficking Victims Protection Act of 2000 (TVPA)
- Rider G – Identification of Country in Which Contracted Work will be Performed

WITNESSETH, that this contract is consistent with Executive Order 01 FY 08/09 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.

**DEPT. OF ENVIRONMENTAL PROTECTION**

By: \_\_\_\_\_  
David P. Littell, Commissioner

and

By: \_\_\_\_\_  
Name and Title, Provider Representative

Total Agreement Amount: \$\_\_\_\_\_

Approved: \_\_\_\_\_  
Chair, State Purchases Review Committee  
BP54 EO (Rev 8/08 DEP)

**Encumbrance #**

**Department of Environmental Protection**

**Vendor Name**

**AdvantageME ACCOUNT CODING**

**FY09 (July 1, 2008 – June 30, 2009)**

VC NUMBER	TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	ACTIV	SUB ACTIV	PROGRAM
VC	\$		06A						
VC	\$		06A						
VC	\$		06A						

The sources of funds and compliance requirements for this Agreement are as follows:

\$\_\_\_\_\_ from the federal U.S. Environmental Protection Agency [2009](#) Performance Partnership Grant (PPG) [BG-99182903](#), Catalog of Federal Domestic Assistance (CFDA) 66.605. Use of funds shall be in accordance with restrictions contained in the appropriate CFDA; with applicable provisions of “Uniform Administrative Requirements for Grants” 40 CFR Parts 30 or 31; with applicable federal OMB Circulars (see <http://www.whitehouse.gov/omb/circulars/index.html> for list of federal circulars); and with the terms of this Agreement.

**RIDER A**  
**SPECIFICATIONS OF WORK TO BE PERFORMED**

**I. AGREEMENT SUMMARY**

Funds are provided under this Agreement for the provision of funding a nonpoint source pollution control project to assess, plan for, and/or implement control strategies to prevent or reduce water pollution in Maine.

**II. REPORTING REQUIREMENTS**

A. Progress Reports. Provider agrees to submit semi-annual Progress Report on each due date (November 15 and May 15) until the Department receives the Final Project Report. Progress reports summarize project activity in six month increments. The six month report periods are from November 1 to April 30 and May 1 to October 31. Progress Reports must be completed according to content and format guidelines described in the Department document, 'NPS Grant Administrative Guidelines'. The Department will use Progress Reports to monitor Provider activities relating to the Project to help ensure that work is done according to this Agreement and that federal awards are used for authorized purposes.

B. Final Project Report. Provider agrees to submit to the Department a Final Project Report to document project work accomplishments, deliverables, funds expense and non-federal match. This report must be completed according to content and format guidelines described in the NPS Grant Administrative Guidelines.

C. Other Reports. Provider agrees to submit such other reports or information defined in the Project work plan as a "deliverable", or as may be requested by the Agreement Administrator to reasonably fulfill the terms of this Agreement.

**III. SERVICE SPECIFICATIONS / PERFORMANCE GUIDELINES**

Provider agrees to conduct the activities and services described in the Project work plan # \_\_\_\_\_, " \_\_\_\_\_", incorporated into this Agreement as "Attachment A" and also referenced as the "Project", according to the following:

A. Work Plan. Provider is responsible for implementing the Project including all Project work plan tasks, schedules, costs, and deliverables.

B. Best Management Practices. When construction activities are required by the Project work plan, Provider will use Best Management Practices (BMPs) recommended by or otherwise acceptable to the Department.

C. Department Agreement Administrator. The Department will assign a staff person to serve as its Agreement Administrator to provide or coordinate Department consultation with Provider staff regarding Project implementation. This person will serve as the Department's primary contact with Provider for Project activities. The Department's Agreement Administrator may change at the discretion of the Department as conditions warrant. In that event, the Department shall notify Provider of the change.

D. Provider Project Coordinator. Provider will assign an individual to serve as its Project Coordinator, to provide or coordinate Provider's consultation with the Department's Agreement Administrator regarding Project implementation. This Project Coordinator will serve as Provider's primary contact with the Department for Project activities and may be changed by Provider only with prior notice to the Department.

E. Acknowledgements. Provider shall acknowledge the Department and the USEPA in any materials, presentations, or press releases produced relative to the Project as follows: "Funding for this project, in part, was provided by the U.S.Environmental Protection Agency under Section 319 of the Clean Water Act. Section 319 grants are administered by the Maine Department of Environmental Protection in partnership with EPA."

**RIDER B**  
**METHOD OF PAYMENT AND OTHER PROVISIONS**

1. **AGREEMENT AMOUNT** \$ \_\_\_\_\_

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Department shall pay Provider for allowable and verifiable grant costs incurred for work performed on the Project. Department will issue a payment if Provider exhibits adequate compliance and performance according to terms of this Agreement. Department shall furnish Provider with the invoice form to be used for requesting reimbursement and /or advances as provided for in this rider.

a. Payment on Reimbursement Basis. Requests for reimbursement shall be made no more frequently than every thirty (30) days.

b. Payment on Advance Basis

i. Initial Advance. An initial advance may be made in the amount of the Provider's projected cash requirements, not to exceed 3 months.

ii. Interim Payments. After the initial advance, Provider agrees to submit the invoice form as costs are incurred under this contract. Such requests shall report cumulative expenditures, cash on hand, and Provider's projected cash requirements for the next advance period. Provider may request payments no more frequently than monthly. An advance period shall be no greater than three (3) months. Advance payments are expected to be reasonably expended within the advance period.

c. Retained Funds. Department shall retain ten percent (10%) of the Agreement amount until the Project is completed to its satisfaction. This retained amount shall be paid to Provider upon: 1.) Department's receipt and approval of Provider's request for payment for that amount; and 2.) Department's finding that the Final Project Report, all Project deliverables, and match documentation has been submitted and is satisfactory.

d. Records. Provider shall maintain records describing and verifying all Project expenses, and shall make these records available for review to the Department or its agent(s) upon reasonable prior notice.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days. A final invoice(s) must be submitted by Provider within 45 days of contract end date.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that

the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

- a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The

Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time

thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, material person, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information

or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-

off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

**RIDER C**  
**EXCEPTIONS TO RIDER B**

None

**RIDER D**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**  
**PRIMARY COVERED TRANSACTIONS**

This certification is required by the requisitions implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS  
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification and
  - (d) Have not within a three-year period preceding this application/-proposal had one or more public transactions (Federal State, or local) terminated for cause or default.
  
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

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Name and Title of Authorized Representative

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Signature

### Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department of Environmental Protection (DEP) determination whether to enter into this transaction.

However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the DEP determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEP may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DEP if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DEP for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEP.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," provided by the DEP, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transaction.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check e List of Parties Exclude From Excluded From Procurement or No procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEP may terminate this transaction for cause or default.

## **RIDER E** **CERTIFICATIONS**

- A.) any Project work performed by Provider or its subcontractors under an assistance agreement will include small businesses in rural areas (SBRAs) on the solicitation list; divide work into small tasks or quantities to allow maximum participation by SBRAs (where feasible); establish delivery schedules that encourage participation by SBRAs (where feasible); and use the services of the Small Business Administration and the Minority Business Development Agency, U.S. Dept. of Commerce (where feasible);
- B.) in procurement efforts using federal funds, Provider shall give preference to the purchase of recycled products;
- C.) it will ensure that all requisitions for conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the federal Hotel and Motel Fire Safety Act of 1990;
- D.) For procurement of services, it will include in all sub-agreement bid documents the applicable "fair share" objectives contained within the FY1998 (or as revised) Minority Business Enterprise (MBE)/ Women's Business Enterprise (WBE) agreement negotiated between EPA and the State of Maine;
- E.) it will abide by 40 CFR 31.34, which allows EPA a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal government purposes, (1) the copyright in any work developed under a grant, sub-grant, or Agreement under a grant or sub-grant and (2) any rights of copyright to which a grantee, sub-awardee, or a contractor purchases ownership with grant support.
- F.) it will abide by 40 CFR Section 31.32 regarding disposition of equipment acquired using funds provided by this Agreement.
- G.) if the project involves procurement for construction of "treatment works", it will comply with the Davis-Bacon Act. 33 USC 1372 of the Clean Water Act applies locally prevailing wage rates (Davis-Bacon) to "treatment works for which grants are awarded under this Chapter." This provision, entitled, "Labor Standards," requires the Agency to apply Davis-Bacon wage rates to any grant awarded under the Clean Water Act for the construction of "treatment works." "Treatment works" is defined at 33 USC 1292(2)(A), to include "devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial sewage of a liquid nature....." This definition, when read in whole, limits "treatment works" to sewage treatment projects.
- H.) regarding audit requirements, federal regulations stipulate that an audit is required for any subgrantee expensing more than \$500,000 in funds from all federal sources within a fiscal year (see Title 40, Chapter 1, Part 31, Subpart C, Section 31.26). Provider agrees to comply with this requirement. In the event that an audit is necessary relative to Section 31.26, Provider agrees to meet the audit requirements of that section and to submit a copy of the audit report to the Department. This audit report may be part of the organization's annual audit. In that event, the portion(s) of the audit report relating to the Project shall be highlighted so as to be readily located and accessed.

**RIDER F**  
**TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA)**

You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe form of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced laboring in the performance of the award or subawards under the award. (See section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)).

**RIDER G**  
**IDENTIFICATION OF COUNTRY**  
**IN WHICH CONTRACTED WORK WILL BE PERFORMED**

Please identify the country in which the services purchased through this contract will be performed:

- United States. Please identify state:** \_\_\_\_\_
- Other. Please identify country:** \_\_\_\_\_

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

**Contract/Grant Designation and  
REQUISITION FOR CONTRACT/GRANT AUTHORIZATION**

**PART ONE CONTRACT/GRANT DESIGNATION** – Check ONE of the following options:

     The document is a **Contract**  
The principal purpose of this relationship is to purchase, lease, or barter property or services for the direct benefit of the government.

**XXX** The document is a **Grant**  
The principal purpose of this relationship is the transfer of money, property, services, or anything of value to the recipient in order to accomplish a public purpose of support—with no substantial involvement between the state agency or department and the recipient during the performance of the activity.

**PART TWO REQUISITION FOR CONTRACT/GRANT AUTHORIZATION**

Department:	Dept Contact Name:
Grant:	Dept Contact Telephone:
Services:	Grant/Amd Amount:
	Grant Start Date:
	Grant End Date:

NOTE: Respond to all questions below applicable to this contract. Additional pages may be attached as necessary.

**SUBSTANTIATION OF NEED:** (Include statutory cite, cost savings, if any, and history of the contracting relationship)

**IMPACT ON CIVIL SERVICE SYSTEMS:** (Describe any displacement/dislocation of State employees)

**EMPLOYER/EMPLOYEE RELATIONSHIP BETWEEN STATE AND CONTRACTOR:**

**EFFECT ON STATE AFFIRMATIVE ACTION EFFORTS:**

**JUSTIFICATION FOR SOLE SOURCE PROCUREMENT:** (If applicable)

**EVIDENCE OF PRIOR/SCHEDULED RFP, OR OTHER COMPETITIVE PROCESS:**

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MSEA REVIEW: Date Forwarded: ( ) Info Request ( ) Conference Date Cleared: File No. \_\_\_\_\_

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Please forward to:  
Division of Purchases, Burton M. Cross Building, 4<sup>th</sup> Floor, State House Station No. 9, Augusta, Maine 04333-0009