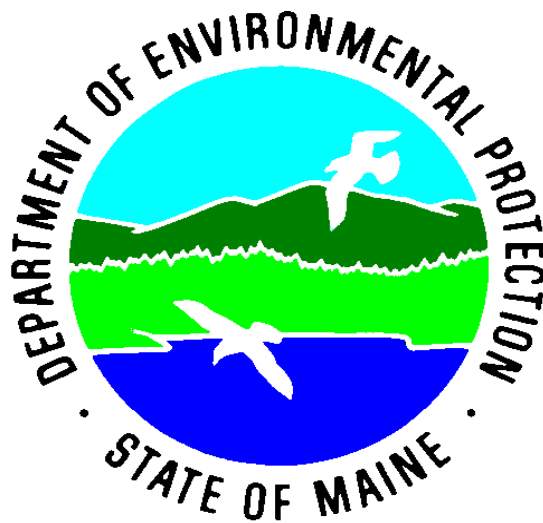


# REQUEST FOR PROPOSALS

**604(b) Water Quality Management Planning Grants  
American Recovery & Reinvestment Act of 2009**

March 31, 2009



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

DEPLW-0971

Agency Contact: Norm Marcotte (207) 287-7727  
[norm.g.marcotte@maine.gov](mailto:norm.g.marcotte@maine.gov)

**REQUEST FOR PROPOSALS**

**604(b) Water Quality Management Planning Grants  
American Recovery & Reinvestment Act of 2009**

**Maine Department of Environmental Protection**

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## **REQUEST FOR PROPOSALS**

### **604(b) Water Quality Management Planning Grants American Recovery & Reinvestment Act of 2009**

**Maine Department of Environmental Protection**

#### **1. Purpose**

The Maine Department of Environmental Protection (DEP) is announcing a Request for Proposals (RFP) for water quality management planning projects. It is expected that a water quality management planning project will provide information needed to implement nonpoint source and /or point source water pollution control programs or projects to improve water quality.

With passage of the American Recovery and Reinvestment Act of 2009 (ARRA), DEP anticipates receipt of \$306,400 dollars under Section 604(b) of the Federal Clean Water Act. DEP will focus the 604(b) funds towards watershed or sub-watershed based point and nonpoint source assessment-type grant projects leading to the: 1) determination of the nature, extent and causes of water quality problems 2) assessment of impacts and determination of actions needed to meet water quality standards, and 3) development of plans that will address water quality impairments.

Through this RFP, DEP is offering federal funds to carry out water quality management planning. The U.S. Environmental Protection Agency (EPA) will provide \$306,400 of ARRA funding to DEP. EPA awards funds to the State of Maine pursuant to Section 604(b) to carry out water quality management planning under Sections 205(j) and 303(e) of the Federal Clean Water Act. Pursuant to the Act, grant funds may be used to determine the nature and extent of point and nonpoint source pollution and to develop management plans to control water pollution. Section 205(j)(3) requires States allocate at least 40 percent of 604(b) funds for pass-through grants to eligible organizations for water quality management planning. DEP is allocating 100% of the 604(b) funds that Maine receives from ARRA for competitive grants under this RFP.

#### **2. Eligible Grant Recipients**

Eligible recipients are regional public comprehensive planning organizations or interstate organizations such as: regional planning agencies, councils of governments, conservation districts, counties, cities and towns, and other substate public planning agencies and interstate agencies. Such organizations must be chartered with suitable powers as a unit of local government, an independent substate agency, or an interstate organization under an interstate agreement of which Maine is a party.

#### **3. Funds Available**

Up to \$306,400 in Section 604(b) funds is available under this RFP. DEP is seeking proposals in the \$20,000 to \$120,000 range. DEP anticipates awarding 3 to 6 grants.

#### **4 Matching Funds or Services**

Matching funds are not required. Respondents may enhance their proposal by planning to document match as a means to demonstrate local support. Match is the amount of funds or value services used to

help conduct the project that is not borne by the federal 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.

## **5. Eligible Projects - Urban Impaired Streams**

DEP determined that the focus of these grants will be for watershed-based water quality management planning and /or assessment needed to plan for restoring urban impaired streams designated (Appendix 1) under Chapter 502 of the Maine Stormwater Management Rules.

Stormwater treatment controls are needed in watersheds of urban impaired streams to restore water quality and meet other community needs. Clean healthy streams support fish and other aquatic life and provide opportunities for recreation. Impaired streams in urban areas may limit new and re-development activity in their watersheds. For example, a petition filed for the Long Creek watershed has resulted in a preliminary designation by EPA of stormwater discharges from property with at least one acre of impervious surface. In addition, new proposed development projects in the watershed face additional costs associated with meeting the "urban impaired stream" standard in Maine's Stormwater Management rules. Other impaired stream watersheds face similar issues. Existing development may face additional regulatory requirements, particularly if steps are not being actively taken toward restoring water quality, and new development will pay higher fees to locate in otherwise desirable locations in order to mitigate stormwater impacts.

Assessment/planning projects that focus on watershed or sub-watershed based stormwater (nonpoint or point source) assessment/planning work to restore urban impaired streams will be considered for funding. A wide range of planning /assessment actions to plan for restoration of streams are eligible. Possible planning work includes, but is not limited to:

**5.1 Developing a Comprehensive Watershed Management Plan (WMP).** Develop WMP to restore NPS impaired waterbody(s). A WMP should include: a description of the waterbody(s) and watershed; identification and characterization of the cause(s) of impairment; a statement of goals (i.e. aquatic life, habitat, water quality) for restoration; a prioritized listing of the specific measures, structural and non-structural, necessary for attainment of water quality standards including an estimate of the costs associated with implementation of these measures; a strategy for implementing these measures over a 5 to 10 year period that identifies viable sources of funding to support implementation and considers an adaptive management approach; measures to ensure that future development in the watershed will not compromise the efforts to restore the resource; and a plan for evaluating the effectiveness of actions taken and for revising the WMP in response to this evaluation. The development of the WMP should include active participation of watershed stakeholders. The WMP should be designed to address EPA's 9 minimum elements for watershed-based plans. For EPA's description of watershed based plan elements 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/c\\_wact.html](http://www.epa.gov/owow/nps/c_wact.html). For a detailed reference "toolbox" on watershed planning, refer to Handbook for Developing Watershed Plans to Restore and Protect Our Waters, March 2008, USEPA. [http://www.epa.gov/owow/nps/watershed\\_handbook/](http://www.epa.gov/owow/nps/watershed_handbook/)

**5.2 Restoration Planning and Projects Development.** Projects to carry out planning and development activities described in a WMP that are needed to prepare for a coordinated program of structural retrofits of stormwater systems in the watershed, prioritized by environmental and cost-effectiveness. This may include preliminary site design to prepare for implementation of BMPs that will lead to remediation of water quality impairments and restoration of beneficial uses.

**5.3 Watershed Assessment.** Obtaining information or data that is necessary to support the development of a comprehensive watershed management plan. There may be considerable existing information

available about impaired streams and their watersheds. However, in some cases, additional data may be necessary to enable development of a WMP. A grantee would need to meet environmental data quality assurance requirements if a project involves acquisition of environmental data. Refer to section 9.7.

5.4 Green Infrastructure – Planning for development of green infrastructure projects to help restore water quality. Green Infrastructure includes a wide array of practices at multiple scales that manage and treat stormwater and that maintain and restore natural hydrology by infiltrating, evapotranspiring and capturing and using stormwater. On a regional scale, green infrastructure is the preservation and restoration of natural landscape features, such as forests, floodplains and wetlands, coupled with policies such as infill and redevelopment that reduce overall imperviousness in a watershed. On the local scale green infrastructure consists of site- and neighborhood-specific practices, such as bioretention, trees, green roofs, porous pavements and cisterns.

For more information refer to EPA webpage, Managing Wet Weather with Green Infrastructure:  
[http://cfpub.epa.gov/npdes/home.cfm?program\\_id=298](http://cfpub.epa.gov/npdes/home.cfm?program_id=298)

5.5 Stormwater Utility District. Program development or feasibility studies for a Stormwater Utility District to achieve local goals and objectives related to developing or implementing a comprehensive watershed management plan and/or Maine Pollutant Discharge Elimination System (MPDES) stormwater permit compliance. Key components of the program development include the geographic extent and level of service that should be provided to the community, administration, finance, planning, engineering, operations, and compliance aspects.

## 6. Limitations.

Pursuant to the Clean Water Act, 604(b) funds must be used “to carry out planning”. This includes a broad range of planning activities. Program implementation activities, such as permit writing, inspections, construction of BMPs, are not eligible. 604 (b) funds may support assessment and preliminary conceptual design and engineering, but cannot support final design. For example, surveying, determination of ownership, and feasibility analysis are 604 (b) eligible preliminary design work. Final design, engineering plans and specifications, and bid specifications are not eligible for 604(b) funding.

## 7. Criteria for Evaluating Proposals

A DEP Review Committee will evaluate proposals according to the following criteria:

25 points Likelihood of Success of Project. Likelihood the project will lead to successful implementation of measures needed to restore urban impaired streams.

25 points Technical approach. Technical approach including: the logic of the plan; effective actions; well sequenced realistic schedule; contribution and/or participation by appropriate stakeholders and municipal government; leveraged with other previous or concurrent efforts; discrete project deliverables; usefulness of resulting products. In accordance with the ARRA, DEP will give preference to projects that can be started and completed expeditiously.

25 points Qualifications, Past Performance and Presentation. Adequacy of the respondent 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 respondent follow RFP Instructions for Preparing Proposals.

25 points Cost Effectiveness. Are project budget estimates reasonable with regard to the activities, tasks, personnel, deliverables and budget cost categories.

## 8. Timetable – RFP and Grant Processing

Dates – 2009	Action
March 31	DEP issues RFP
April 13	Respondents may submit questions until this date
April 16	DEP posts questions & responses on RFPs webpage
<b>April 23, 2:00 pm</b>	Deadline for submitting proposals
May	Review Committee evaluates proposals
May 15	DEP notifies respondents of Award Decision
May	DEP & Grantee Finalize Scope of Work
June 3	DEP submits proposed work plans to EPA for review & approval
July	DEP & Grantee sign Grant Agreement
August 1	Purchases, MDAFS approves Grant Agreement; project starts

Preparation of the Grant Agreement. For projects selected, MDEP and the grantee will negotiate a scope of services for the grant agreement, taking into account the evaluation by the Review Committee and EPA.

## 9. Terms and Conditions of 604(b) Grant Awards

9.1 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, 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> .

9.2 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). Agreements with the State of Maine contain standard provisions (refer to Appendix 3 for a copy of the agreement. Applicants will need to provide a statement that they can comply with these provisions. The Agreement will designate a DEP staff person as "Agreement Administrator" to represent DEP during implementation of the grant agreement.

9.3 Payments The grantee will be paid on a reimbursement basis for costs incurred for the project during the project period upon submission of an acceptable invoice and project deliverable according to the grant agreement. Advance payments will not be made.

9.4 Project Period / Closeout of Project. Projects are expected to commence as soon as possible upon execution of a signed grant agreement. A grantee is obliged to take action to implement the work as planned and closeout the project by the project completion date specified in the workplan. Grants under this RFP must be closed before August 17, 2011.

9.5 Pre-Award Costs DEP is not liable for any cost incurred by the Grantee or any Grantee subcontractor(s) prior to the grant agreement 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.

9.6 Reporting Requirements Grantees will be required to maintain detailed records of their expenditure of 2009 Stimulus Funds under the grant agreement and submit reports as requested by DEP. DEP as a recipient of funds under ARRA is subject to reporting requirements and oversight by federal agency inspectors. Grantees need to estimate the number of jobs created and the number of jobs retained by the project. Progress reports will be required on a quarterly basis. Additional reporting may be needed based on EPA requirements.

9.7 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 more information about DEP's quality management system refer to

<http://www.maine.gov/dep/qms.htm>

## **10 How to Apply for a Grant**

### 10.1 Proposal Instructions

Prepare the proposal according to instructions provided in this RFP. Refer to Appendix 2.

### 10.2 Contact MDEP for Information

Questions about this RFP must be directed to:

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

e-mail: [norm.g.marcotte@maine.gov](mailto:norm.g.marcotte@maine.gov) or fax: (207) 287-7191

Questions must be in writing. Questions will be accepted until April 13, 2009.

DEP will respond in writing to all substantive questions received. Questions and responses will be posted on the DEP website prior to April 16, 2009 at: <http://www.maine.gov/dep/blwq/rfp.htm>

### 10.3 Submitting a Proposal

**Deadline** - Proposals must be received at the Division of Purchases no later than 2:00 pm, local time, April 23, 2009. As received, proposal packages will be imprinted with the time/date and all proposals received will be opened by the Division of Purchases after 2:00 p.m.

Applicants should allow adequate time for delivery of the proposals to the Division of Purchases. Proposal packages presented after the 2:00 pm deadline will not be accepted.

Proposals must be submitted in a sealed package containing five (5) complete copies of the Proposal. The package must be clearly marked with the respondent's return address and labeled: **Proposal: 604(b) Grants.**

Do not mail or deliver the package to DEP. The package must be delivered to the Division of Purchases at:

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

DEP reserves the right to reject proposals that do not reasonably provide information requested in the RFP.

**Appendix #1**

**Urban Impaired Streams**

STREAM	TOWN
LOGAN BROOK	AUBURN
UNNAMED TRIBUTARY TO BOND BROOK (entering below I-95)	AUGUSTA
PENJAJAWOC STREAM, including MEADOW BROOK	BANGOR
BIRCH STREAM (OHIO STREET)	BANGOR
UNNAMED BROOK (PUSHAW ROAD)	BANGOR
ARCTIC BROOK (VALLEY AVENUE)	BANGOR
SHAW BROOK	BANGOR, HAMPDEN
MARE BROOK	BRUNSWICK
UNNAMED TRIBUTARY TO ANDROSCOGGIN RIVER (near Jordan Avenue)	BRUNSWICK
UNNAMED TRIBUTARY TO ANDROSCOGGIN RIVER (near River Road)	BRUNSWICK
UNNAMED TRIBUTARY TO ANDROSCOGGIN RIVER (near Water Street)	BRUNSWICK
CARIBOU STREAM	CARIBOU
FROST GULLY BROOK	FREEPORT
CONCORD GULLY	FREEPORT
DILL BROOK	LEWISTON
JEPSON BROOK	LEWISTON
BROWN BROOK	LIMERICK
MATTANAWCOOK STREAM	LINCOLN
UNNAMED STREAM (Route 196)	LISBON FALLS
CAPISIC BROOK	PORTLAND
FALL BROOK	PORTLAND
NASONS BROOK	PORTLAND
GOOSEFARE BROOK	SACO
TROUT BROOK (including KIMBALL BROOK)	SOUTH PORTLAND
BARBERRY CREEK	SOUTH PORTLAND
LONG CREEK	SOUTH PORTLAND
PHILLIPS BROOK	SCARBOROUGH
RED BROOK	SCARBOROUGH, SOUTH PORTLAND
WHITTEN BROOK	SKOWHEGAN
UNNAMED TRIBUTARY TO ANDROSCOGGIN RIVER (near Topsham Fair Mall)	TOPSHAM
MILL STREAM	WINTHROP

**AUTHORITY:** 38 M.R.S.A. §§ 341-D, 420-D, and 484

**EFFECTIVE DATE:** December 31, 1997

**REPEALED AND REPLACED:** November 16, 2005

**AMENDED:** December 27, 2006

**Appendix #2 INSTRUCTIONS FOR PREPARING PROPOSALS**

**A. PROPOSAL CONTENTS in 6 PARTS** - The proposal package must contain 1 CD (electronic copy of the proposal) and 5 paper copies of the proposal, each copy in 6 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.  
*(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.

If consultant services are required for the project, then describe the level of qualifications, skills or experience that will be specified in a potential Request for Services solicitation.  
*(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. PROJECT NARRATIVE. Description of project. See page 9.  
*(no more than 3 pages)*

\_\_\_ PART 5. SCOPE OF SERVICES & BUDGET Budget summary, description of tasks, deliverables cost, schedule. See page 10-12.  
*(no more than 4 pages)*

\_\_\_ PART 6. ATTACHMENTS Attachments to the proposal, such as, letters of support, etc. If a letter of support is attached, it should exhibit a level of commitment to provide some specific work or services for the project.  
*(no more than 5 pages)*

**The entire proposal consisting of 6 parts cannot exceed a total of 16 pages**

#### **PART 4 - PROJECT NARRATIVE**

Prepare the narrative in a direct concise style using a size #11 font and one inch margins.

Narrative must be presented under the 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.

PURPOSE: Concisely summarize the specific purpose of the project.

#### PROJECT PERIOD

Project start date:           month/year          

Project completion date:           month/year           Project must be completed before August 17, 2011

WATERSHED INFORMATION: (1) Briefly describe the watershed and waterbody(s) including the watershed area. (2) Summarize the causes of nonattainment of the waterbody(s) & (3) Provide background information on recent activity regarding impaired streams in the watershed.

PROBLEM / NEED: Concisely describe the problem. Considering the entire watershed, summarize what is currently known about important point and nonpoint pollution sources; any relevant assessment reports; and the specific water quality problem(s) that needs to be addressed by this project.

APPROACH TO THE PROBLEM: Provide a description of the project and the strategy to be implemented in response to the identified problem, including how appropriate stakeholders in the watershed will be made aware of the project and how results of the project will be disseminated to stakeholders.

When describing the approach to the problem, be as specific as possible. When appropriate, be quantitative in your description (tell where, how many, how frequently, etc.). Present the approach in a logical, step-wise fashion. Identify who will be involved in each step (if the project has multiple participants), and how the tasks will be coordinated. Describe how the major tasks will be accomplished - be specific. Identify any special skills or techniques that will be used to accomplish certain tasks; for example GIS capabilities, water quality expertise, facilitation expertise, computer modeling skills, etc.

If the project will involve a significant level of services to be provided by a different entity, then:

(1) state that in this section; and (2) provide a signed letter from the entity to the grantee indicating their commitment to provide those services as an attachment to the proposal.

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

**PART 5 – SCOPE OF SERVICES & BUDGET**

Please provide a brief descriptive statement for each objective and the task/activity, followed by the deliverable product(s) to be submitted. Tasks are to be content-specific which result in discrete deliverable products. Recommend confining scope to 12 or less tasks.

**OBJECTIVE / TASK #1:**

Start Date; \_\_\_\_\_ End Date \_\_\_\_\_

DELIVERABLES:

COST:

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**OBJECTIVE / TASK #2**

Start Date; \_\_\_\_\_ End Date: \_\_\_\_\_

DELIVERABLES:

COST:

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**OBJECTIVE / TASK #\_: Reporting**

DELIVERABLES:   A) Progress Reports  
                      B) Draft Final Project Report and Final Project Report  
                      C) Other

COST

**PART 5 – SCOPE OF SERVICES & BUDGET**

**BUDGET INFORMATION:**

Provide estimated project costs according to the cost categories.

As part of the project work plan respondents are required to submit estimates of project costs according to the cost categories in the two-part format shown below. Respondants 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 604(b)Grant</i>	<i>NonFederal Match (not required)</i>	<i>Total Cost</i>
Salary & Fringe (from Part 1)			
Supplies			
Contractual Services			
Travel (total mileage, rate/mile)			
Equipment			
Other (specify)			
Indirect			
Totals			

**Prepare budget estimates according to the following descriptions of Cost Categories:**

**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 footnote under Part 2.

**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 footnote 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, 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 #3**

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 "**Project ID#, Project Title**". 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 – Stimulus Provisions
- 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: \_\_\_\_\_ Date: \_\_/\_\_/\_\_  
David P. Littell, Commissioner

and

By: \_\_\_\_\_ Date: \_\_/\_\_/\_\_  
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:

\$\_\_\_\_\_ Award year\_\_\_\_\_ from the federal U.S. EPA Water Quality Management Planning Grant #\_\_\_\_\_, Catalog of Federal Domestic Assistance (CFDA) 66.454. 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. (To be determined)

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. 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.

C. 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.

D. 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 604b of the Clean Water Act. Section 604b 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 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. **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

RFP 604(b) Water Quality Management Planning Grants, Maine DEP 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

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

RFP 604(b) Water Quality Management Planning Grants, Maine DEP

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**

American Recovery and Reinvestment Act of 2009, Vendor Obligations:

1. Since this Agreement contains ARRA stimulus funds, the vendor will post any jobs that it creates or seeks to fill as a result of the stimulus funding. Vendors will post to Maine Career Centers <http://www.mainecareercenter.com/> notwithstanding any other posting they might make. Any advertisements posted by the vendor for positions pursuant to this grant must indicate that the position is funded with stimulus funds. The department may waive the requirements of this section at its discretion.
  
2. The vendor will maintain detailed records of their expenditure of 2009 Stimulus Funds in connection with this Agreement and submit as reports as requested by the State of Maine. The State of Maine as the recipient of funds under the ARRA is subject to quarterly reporting requirements and oversight by federal agency inspectors. Additional reports may be required under this Agreement. Optional reports may be requested at the department's discretion.
  
3. Agreement Funding
  - a. State General Fund Dollars \_\_\_\_\_
  - b. Federal Fund Dollars \_\_\_\_\_
  - c. ARRA Stimulus Dollars \_\_\_\_\_
  - d. Other Fund Dollars \_\_\_\_\_

Agreement Total \_\_\_\_\_

**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: Maine**
- 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: DEP  
Grantee:  
Services:

Dept Contact Name:  
Dept Contact Telephone:  
Grant/Amend 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)  
N/A

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

**EFFECT ON STATE AFFIRMATIVE ACTION EFFORTS:**  
N/A

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

**EVIDENCE OF PRIOR/SCHEDULED RFP, OR OTHER COMPETITIVE PROCESS:**  
The RFP for the 2009 604b stimulus funds was approved by Purchases under pre-approval #200903400.

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

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