



Hawaii Department of Health Clean Water Branch

June 3, 2011

REQUEST FOR QUOTATIONS for WATERSHED-BASED PLANS SOLICITATION NO. CWB-PRC 11-02

FISCAL YEAR 2011 – 2012 CLEAN WATER ACT
SECTION 319(h) GRANT

QUOTATIONS DUE ON OR BEFORE, July 15, 2011

State of Hawaii
Department of Health
Clean Water Branch
919 Ala Moana Boulevard, Room 301
Honolulu, Hawaii 96814-4920

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Section 1: Overview and Purpose

1.1 Background and Overview

The State of Hawaii (State), Department of Health (DOH), Clean Water Branch (CWB), Polluted Runoff Control Program (PRCP) is interested in funding efforts to control or reduce the impact of polluted runoff on water quality. The CWB's mission is to protect and improve the quality of water resources for the enjoyment and use by the people of the State through the prevention and reduction of nonpoint source pollution while balancing health, environmental, economic, and social concerns.

The DOH has provided funding to support the development of both Watershed-Based Plans (WBPs) and Total Maximum Daily Loads (TMDLs) with companion implementation plans that document the pollutant reductions needed to meet water quality standards in several watersheds. **The DOH will use this Request for Quotations (RFQ) for one (1) WBP in a State watershed that currently does not have an existing plan** (See Section 1.3, below), **through implementation of the Hawaii Watershed Guidance (Guidance)** (See Section 1.4, below).








1.2 Purpose of Funding

Funding is provided through the Clean Water Act (CWA), Section 319(h) Nonpoint Source grant funding from the U.S. Environmental Protection Agency (EPA). **This is a reimbursement grant**, in which the Contractor will be reimbursed by the State for legitimate funds expended on the project on a quarterly basis. In addition, awarded funding requires a 1:1 cost-share basis (See Section 1.4, below).

The intent of the funding is to develop a new WBP in a watershed that currently does not have one. Recipients supported with 319(h) funding shall use the Guidance in drafting the WBP.

1.3 Existing WBPs

The following is a list of State watersheds that have preexisting WBPs and/or TMDLs and shall **not** be considered for award:

-  Nawiliwili Bay Watersheds (Includes: Puali, Huleia, and Nawiliwili Stream watersheds);
-  Hanalei Bay Watersheds (Includes: Hanalei, Waikoko, Waipa, and Waioli watersheds);
-  Ala Wai Watersheds (Includes: Manoa-Palolo, Makiki, and Ala Wai watersheds);
-  Ko'olaupoko Watersheds (Includes: Windward Oahu watersheds from Kualoa to Makapuu);
-  Kapakahi Stream Watershed;
-  Pelekane Bay Watershed; and
-  Wailupe Watershed

1.4 Hawaii Watershed Guidance

Hawaii's Coastal Zone Management (CZM) Program, along with the State Coastal Nonpoint Pollution Control Program and the CWB, jointly developed the Guidance. Applicants shall use the Guidance to develop a WBP, and shall be required to provide feedback to the PRCP regarding the Guidance's effectiveness throughout the WBP

development process. The Guidance can be found at:

<http://hawaii.gov/dbedt/czm/initiative/nonpoint/HI%20Watershed%20Guidance%20Final.pdf>

1.5 Eligibility and Grant Limitations

All quotations meeting the grant purpose and submission guidelines, and properly received on or before the deadline, will be considered.

Organizations including counties, colleges and universities, State agencies, non-profit entities, watershed groups, for-profit organizations, and environmental groups can submit quotations. Federal agencies may participate in the project, but may not apply for grant funds. Federal funding or in-kind services from federally funded sources may not be used for the purposes of matching the grant award, but can be used as evidence of federal support of the project.

There is no minimum and no maximum dollar amount of funds that can be requested. The amount quoted should be reflective of the level of effort, educational and/or institutional competence, be within the preferred project period of twenty-four (24) months, and include mandatory, non-federal matching funds and/or in-kind funds. Grant funds require a 1:1 cost-share basis (for example, \$125,000 grant fund request requires a minimum of \$125,000 non-federal match). Non-federal match shall be documented with timesheets, volunteer sign-in sheets, receipts, and other relevant documents as determined by the DOH. Contributions can include purchased or donated labor, equipment, supplies, and materials. The matching requirement may not be met by costs borne from another federal grant, federal procurement contract, or any other award of federal funds and shall be subject to EPA 40 CFR Ch. 1, Part 31.24: Matching or Cost Sharing (see http://www.access.gpo.gov/nara/cfr/waisidx_04/40cfr31_04.html). Grant funds may not be used to pay for out-of-state travel, food and/or refreshments, and other prohibitions as outlined in EPA 40 CFR Ch. 1, Part 31.22: Allowable Costs. In addition to the EPA website, applicants may use the National Resources Conservation Service (NRCS) Environmental Quality Incentives Program (EQUIP) (<http://www.nrcs.usda.gov/programs/equip>), US Bureau of Labor Statistics (BLS) Occupational Employment Statistics (http://www.bls.gov/oes/current/oes_nat.htm), and the Independent Sector (http://independentsector.org/volunteer_time) as resources for determining match costs and salaries. All match details shall be subject to DOH review prior to award.

The Contract term should be targeted for completion within twenty-four (24) months but can take up to a maximum period of thirty-six (36) months (date on the State's Notice to Proceed (NTP) to submittal date of the Final WBP and Final Report). The project schedule shall include two (2) months at the end of the project period to submit to the State a Draft WBP and Draft Final Report, to allow the State sufficient time to review and comment, and for the applicant to implement any feedback into the Final WBP and Final Report. The Contract's term will commence on the date specified on the State's NTP by the State to the Contractor. The Contract process can take up to eight (8) months from award to NTP. Requests for extensions from the original Contract termination date may be approved at the sole discretion of the State.

SECTION 2: SUBMISSION






2.1 Elements and Format

Quotations must be typed (not handwritten) using twelve (12) point font, one (1) inch margins, and be single-spaced. The length of the quotation shall not exceed four (4) pages, excluding the following attachments: transmittal letter, cover sheet, qualifications, maps, budget and in-kind match information, federal certifications, and letters of support, if appropriate.

2.2 Requirements

One (1) hard copy marked "Original," stapled and printed one-sided, five (5) additional hard copies, stapled and printed double-sided, and one (1) digital copy of the proposal on compact disc (CD) shall be submitted in a sealed envelope. For the digital copy, a single electronic document (formatted for Microsoft Word or Adobe .PDF), rather than separate digital attachments of the quotation, shall be submitted. Any other materials marked "Confidential" shall be submitted separately per the quantities and formats noted above.

To facilitate review, documents, attachments, and other items should be organized in the following order (applies to both hard copies and digital copy submitted):

-  Transmittal Letter containing appropriate information and original signature (Attachment 1);
-  Cover Sheet (formatted per Section 2.3);
-  Quotation (formatted per Section 2.4), providing all of the requested information and in the required formats as outlined in Section 2.2 (including Project Budget, Attachment 2, and Project Timeline, Attachment 3); and
-  Relevant Attachments, including Certification Forms with original signatures (Attachments 4 through 7); and
-  Letters of support from landowners, project partners, etc.

2.3 Cover Sheet

Title: Developing a Watershed-Based Plan Using the Hawaii Watershed Guidance

Targeted Watershed: _____

Name of Organization: _____

Legal Status of the Organization (i.e., For-profit Corporation; Non-profit Organization, Partnership, etc.): _____

Federal Tax Identification Number: _____

State Tax Identification Number: _____

Grant Funds Requested: \$ _____

Non-Federal Matching and In-Kind Contributions: \$ _____
(Minimum 100% of Grant Funds Requested)

Total Project Cost: \$ _____

Project Duration (Months): _____

2.4 Quotation Elements

1. **Project Site Description:**
Identify the watershed where the WBP will be focused. Include information concerning: the size of the watershed, relevant land owners, land cover, and any other information to explain the watershed. Provide a clear map of the watershed.
2. **Scope of Work or Schedule of Activities:**
Provide a reasonable estimate of the length of the project and estimated completion date. Describe in detail all tasks or activities necessary to complete drafting a WBP, and clearly link the tasks or activities to the overall project purpose. These tasks shall also be briefly outlined in Attachment 3, "Project Timeline."
3. **Public Information, Education, and Participation Activities:**
Briefly describe the strategy and activities planned to educate and involve the public, and build partnerships necessary for developing an effective WBP.
4. **Personnel and Partners:**
Identify the project manager and contact person for this RFQ. This should include information concerning the educational background, relevant work history, and experience with similar projects to facilitate the completion of all components of the project. Identify partners who will assist in the successful completion of the proposal, if applicable. Include a brief statement of the role or contribution the partner will provide and appropriate contact information. A letter of support from each of these organizations shall be submitted with the project proposal. Letters should confirm any matching funds or services being provided by the organization.
5. **Budget:**
Clearly delineate costs to be met by the grant and matching funds distribution. Budget information should include either a narrative or bullet-points explaining costs, cost categories, and appropriate justifications as well as tables consistent with information found in the budget (Attachment 2, "Project Budget"). **Provide justification that the cost of drafting the WBP is reasonable.** (Grant funds may not be used to pay for out-of-state travel or for food and/or refreshments in addition to those specified in EPA 40 CFR Ch.1 (7-1-06 Edition), Part 31.22: Allowable Costs.). Applicants can request an electronic copy of the Project Budget via email from the Grants Management Specialist (Michael Burke, michael.burke@doh.hawaii.gov). State General Excise Tax (GET) is reimbursable, as are insurance premiums necessary for the applicant to meet minimum State insurance requirements. For FY11, the State's Indirect Rate is 13%. The State's Fringe Rate is 38.84%. Applicants do not need to adhere to the State's percentages, but any rate in excess of the State's shall be accompanied by a letter justifying the overage.

SECTION 3: EVALUATION

3.1 Introduction

The review of quotations received in response to this RFQ will be conducted comprehensively, fairly, and impartially.

3.2 Evaluation Process

An Evaluation Committee (EC) selected by the Procurement Officer will review and evaluate all quotations submitted by July 15, 2011. The EC will be comprised of individuals with experience and knowledge of the contemplated services.

Upon initial eligibility review by the Procurement Officer to insure that all required attachments and elements of the quotation have been submitted, the lowest responsive and responsible quotation shall be selected for award. Responsible and responsive applicants shall provide evidence of the capability to fully perform the contract requirements, and the integrity and reliability which will assure good faith performance (Chapter 3-122-33, Hawaii Administrative Rules (HAR)). Evidence includes resumes, prior experience in watershed plan development, professional licenses, and any other relevant documents that show the bidder's capacity and ability to satisfactorily fulfill this RFQ.

The State reserves the right to accept or reject any or all quotations, and to waive any defect in any quotation when in the opinion of the State such rejection or waiver will be in the best interest of the State. The award will depend upon the availability of funds through the Clean Water Act, Section 319(h) program grant from the U.S. EPA and as further determined solely by the State.

SECTION 4: RFQ AND ADMINISTRATIVE OVERVIEW

4.1 Overview and Authority

This RFQ is issued under the provisions of Chapter 103D, Hawaii Revised Statutes (HRS). All Applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed quotation by any Applicant shall constitute admission of such knowledge on the part of such Applicant.

Any Contract arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

4.2 Significant RFQ Dates

The schedule set out herein represents the State's best estimate of the schedule that will be followed. If a component of this schedule, such as Deadline for Submittal of Proposal's date is delayed, the rest of the schedule may be shifted as deemed necessary by the State. The approximate schedule is as follows:

RFQ Solicitation Date	June 3, 2011
Inquiry Deadline	July 1, 2011

Deadline for Submittal of Quotations	3:00 p.m., HST July 15, 2011 919 Ala Moana Blvd., Room 301 Honolulu, Hawaii 96814-4920
Completion of Quotation Review	July 27, 2011
Written Notification to Successful and Unsuccessful Applicants	July 29, 2011
Contract Commencement Date	Specified date on the State's NTP

Provided that all required documents have been submitted, the DOH anticipates issuing an NTP by January 2012.

4.3 Procurement Officer and Contact Information

The Procurement Officer, who also serves as the Contract Administrator, is responsible for overseeing the Contracts from the date of release of the RFQ to the project's completion. The Procurement Officer is also responsible for monitoring and assessing Contractor performance. The State's Procurement Officer is:

Mr. Alec Y. Wong, P.E., Chief
Clean Water Branch
Department of Health
919 Ala Moana Boulevard, Room 301
Honolulu, Hawaii 96814-4920
Ph: (808) 586-4309
Fax: (808) 586-4352
CleanWaterBranch@doh.hawaii.gov

4.4 Inquiries

Inquiries regarding the RFQ must be made by email to the Grants Management Specialist (michael.burke@doh.hawaii.gov) by **3:00 p.m., HST, July 1, 2011** (no telephone calls will be allowed). In order to facilitate a meaningful response, questions should reference the page and section number to which the question relates. Inquiries received after the stated date and time will not be reviewed. DOH will not be responsible for delays or non-receipt of responses.

4.5 Notification of RFQ Amendments or Cancellation

The State reserves the right to amend this RFQ at any time prior to the closing date. Furthermore, the State reserves the right to cancel this RFQ and to reject any and all proposals in whole or in part, when it is determined to be in the best interest of the State. The State shall not be liable for any costs, expenses, loss of profits or damages incurred by an Applicant in the event this RFQ is cancelled or a quotation is rejected. Amendments or cancellation will be communicated through an Addendum to the RFQ.

4.6 Submission of Quotations

Quotations must be **received and time stamped** by the Procurement Officer (whether mailed or hand delivered) no later than **3:00 p.m., HST, July 15, 2011** (see Section 4.3 for contact and mailing information). Quotations received after the deadline shall be rejected.

Faxed or e-mailed quotations will not be accepted or considered.

The outside cover of the sealed envelope containing the quotation shall be clearly marked: **“Quotation Submitted in Response to RFQ No. CWB-PRC 11-02 (Name of Applicant).”** Failure to properly mark the envelope in this manner may lead to the unintended opening of the quotation before the deadline, and will invalidate the submission.

Quotations submitted in response to this RFQ shall be valid for a minimum of twelve (12) months from the deadline set for submittal of quotations and may not be withdrawn without the written consent of the Procurement Officer.

Quotations shall not be opened publicly, but shall be opened in the presence of two (2) or more State officials. Applicants' quotations shall be open to public inspection after award of the Contract.

4.7 Confidential Information

All information, data, or other material provided by the Applicant or the Contractor to the State shall be subject to the Uniform Information Practices Act, Chapter 92F, HRS (UIPA). The Applicant shall designate in writing to the Procurement Officer those portions of its quotation or any subsequent submittals that are trade secrets or other proprietary data that the Applicant desires to keep confidential, subject to Chapter 3-122-58, HAR. The Applicant shall state in its communication to the Procurement Officer, the reason(s) for designating the material as confidential. The Applicant shall submit the material designated as confidential in such manner that the material is readily separable from the quotation in order to facilitate inspection of the non-confidential portion of the submission.







Pursuant to Chapter 3-122-30, HAR, the head of the purchasing agency or designee shall consult with the State's Attorney General and make a written determination in accordance with UIPA. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the Applicant appeals the denial to the Office of Information Practices in accordance with Section 92F-15.5, HRS.

Unless identified as confidential, the information submitted under the RFQ may be used by the State for informational purposes and will also be open for public inspection once the RFQ process is concluded and all contracts are awarded.

4.8 Disqualification of Quotations

The State reserves the right to consider as acceptable only those quotations submitted in accordance with all requirements set forth in this RFQ and which demonstrate an understanding of the problems involved and capacity to satisfactorily complete the task. DOH reserves the right to reject any quotation, in whole or in part, which is not in the




best interest of the State. Any quotation not meeting the guidelines and requirements outlined, or offering terms and conditions contrary to those included in the RFQ, may be rejected without further consideration. Additional grounds for disqualification include:

-  Applicant's being in arrears on existing contracts with the State or having defaulted on previous contracts;
-  Delivery of the quotation after the deadline (**July 15, 2011**);
-  Quotation does not comply with applicable laws, or contains provisions contrary to the applicable law;
-  Quotation is conditional or incomplete;
-  Applicant's lack of responsibility and cooperation as shown by past work;
-  The quotation has provisions reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.

4.9 Award Notification, Required Award Documents and Compliance

Awards shall be made to the lowest responsive and responsible quotation determined by the EC to be the most advantageous to the State based on the evaluation criteria (Section 3, above) and Quotation Elements (Section 2.4, above). All successful and unsuccessful Applicants will receive written notification of the evaluation outcome. For the successful Applicant, the written notification does not serve as the State's NTP, which will be issued separately once all award documents and contract approvals have been met. Should the Applicant commence work prior to being issued a NTP, the State shall not be held liable for any work, contract, costs, expenses, loss of profits, or any damages incurred by the awarded Applicant. Please note that due to a shortage in staffing, contract execution and an issuance of a NTP can take six (6) to eight (8) months.

Grant awardees must also be prepared to present the following documents before a Contract may be executed (not applicable when the entity receiving funds is a Federal, State, or County governmental agency):

-  A Tax Clearance Certificate from the Department of Taxation and the Internal Revenue Service, current within 6 months of issuance;
-  A Certificate of Compliance from the Department of Labor and Industrial Relations; **and**
-  A Certificate of Good Standing from the Business Registration Division of the Department of Commerce and Consumer Affairs.

Alternatively, Applicants may choose to subscribe to the Hawaii Compliance Express (HCE) website, (see <http://vendors.ehawaii.gov/hce/splash/welcome.html>) and submit a Certificate of Vendor Compliance, which shall be accepted for contracting purposes and when processing the final payment.

Additionally, the awarded Applicant shall submit evidence of authority that the contact person or signatory has the authority to enter into a contract on behalf of the vendor and can bind the vendor to the Contract.

It is the responsibility of the awarded Applicant to meet all State rules, regulations and

compliance requirements for their quotation. This includes obtaining appropriate permits and environmental assessments related to proposed activities, and access and permission to conduct on-the-ground activities (if applicable). In addition, Applicant shall meet State insurance requirements for general liability insurance limits (no less than \$1,000,000.00 per occurrence; \$2,000,000.00 in the aggregate), as well as automobile insurance (no less than \$1,000,000.00 per accident). Applicant shall also meet all EPA requirements, including Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Certification Regarding Drug-Free Workplace Requirements, Certification Regarding Lobbying, and Certification Regarding Environmental Tobacco Smoke (Attachments 4 through 7). Applicants shall be provided electronic copies of these Attachments upon request (via email) to the Grants Management Specialist.

4.10 Quality of Work and Performance and Return of Grant Funds

The PRCP reserves the right to cancel any contract, and re-solicit for new quotations if the PRCP is not satisfied with the awarded contractor's performance, provided that the PRCP shall first give Contractor written notice specifying any such deficient performance and a reasonable opportunity to cure the defect(s) under the circumstances, which shall not in any event be less than thirty (30) days. Should corrective action not be taken as required by the PRCP, it will be considered as non-performance of the Contract.

The Contractor shall immediately notify the PRCP of developments that have significant impact on the Contract and the ability to fulfill the expected terms and scope of services. The Contractor shall not be allowed additional compensation in the event of delays in performance. Failure to meet awarded deliverables (excluding causes out of Contractor control) may also be used in evaluation of future submitted quotations and proposals for this grant program.

Should the Contractor be unable to complete the provisions of the awarded grant, all monies provided by the grant program which prove to be cancelable obligations or unallowable or unused in accordance with the approved, awarded budget shall revert to the State. Any portion of the grant not expended by time of performance deadlines will automatically be reverted to the State.

Site visits to assess progress of the project and the quality of performance may also be conducted at any point during the project period and time of performance at the request of the PRCP.

Should additional funding become available, and the Contractor has performed at an exceptional level under the terms of the original Contract, the Scope of Work may be modified and the Contract extended, upon mutual agreement.

4.11 Record Keeping

The Contractor and any subcontractors shall retain documents and records that relate to the Contract and any cost or pricing data for three (3) years from the date of final payment under the Contract.

4.12 Invoicing and Payment

Reimbursement for services under the Contract is subject to the receipt of federal funds

from the EPA under Section 319(h) of the Clean Water Act, and subject to allotments made by the State Director of Finance pursuant to Chapter 37, HRS. Invoices and payment schedules will be outlined in the Contract.






Payment is usually conducted based on a reimbursement basis; however the State may allow the Contractor to request an initial advance payment as determined by the State. All submitted invoices must be certified as an original by the Contractor and contain expenditures incurred for the performance of services and/or purchase of goods for the invoiced period and contain an original signature in blue ink. Reimbursement of invoiced expenditures shall be withheld by the State if Quarterly Status Reports (QSRs) and other Contract deliverables are not current or if documents are not submitted in the required format as provided by the State under the Contract.




Final invoices shall be submitted within forty-five (45) days of project completion and accompanied by a tax clearance document current within two (2) months. Alternatively, a current Certificate of Vendor Compliance from HCE shall be a sufficient substitution for the tax clearance document. For non-governmental agencies, final payment requests shall be accompanied by a Certification of Compliance for Final Payment (see the State SPO website, Forms for Vendors, Form 22). The State may withhold five percent (5%) of the total awarded Contract amount until final settlement and the State deems that the Contractor has satisfactorily completed all services of the Contract.

4.13 Reporting

QSRs are required and shall be submitted to the PRCP on or before January 15th, April 15th, July 15th, and October 15th following receipt of the State's NTP until submittal of the Final WBP and Final Report. The QSR should contain information concerning the status of all project activities during the report period, any procedures used to evaluate progress, challenges, description of financial obligations, photographs, description of any significant findings, results, and conclusions, and any other information that the Contractor feels demonstrates progress on awarded proposal activities. One double-sided hard copy of the QSR shall be submitted in the format provided to the Contractor by the PRCP.

A Final Report shall be submitted to the PRCP at the project's conclusion. This report shall detail project activities and performance of work conducted during the Contract period, provide feedback regarding the Guidance, and be accompanied by a signed cover letter stating that all work has been completed and the Contract finalized. The PRCP shall provide the Contractor with the Final Report format and requested information as part of the Contract. The Final Report must reference and link to all activities and budget of the awarded proposal. QSRs submitted cannot be substituted for the Final Report. At a minimum, information shall include:

-  A summary of what work was completed;
-  Project results achieved (include quantifiable results, when possible);
-  An evaluation of the success or failure of the project related to meeting the awarded proposal objectives (i.e., what worked, what did not work, what would be changed if revisiting the project);
-  A final expenditure report detailing how funds were spent;
-  An accounting of acquired matching funds (amount and source);

-  Sharing of lessons learned or best practices developed;
-  The Final WBP; and
-  Any other information the contractor feels pertinent to include in a Final Report.

Failure to submit both the Final WBP and the Final Report on time may result in forfeiture of the final payment. The State reserves the right to determine the validity and appropriateness of the documents submitted. The Final WBP and Final Report must be marked as “Final” and submitted as both an electronic copy and a minimum of four (4) hard copies to the PRCP, accompanied by a cover letter.

4.14 Information Use and Deliverables

Information submitted to the State may be used for other purposes (i.e., reports to the EPA and/or the State legislature, CWB and/or EPA websites featuring projects, etc.). Confidential information included in proposals or reports shall be marked “Confidential” to prevent disclosure and shall not be disclosed. Additionally, all photos submitted for the grant shall become the property of the DOH. Work product funded by the grant program (i.e., water quality monitoring data, GIS information collected, outreach materials produced, educational workshops developed, new technology tools or methods created, etc.) shall be made available for use by the DOH, should the DOH request such product.

Attachment 1
TRANSMITTAL LETTER
RFQ No. CWB-PRC 11-02

State of Hawaii
Department of Health
Clean Water Branch
919 Ala Moana Boulevard, Room 301
Honolulu, Hawaii 96814

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in Request for Quotations No. CWB-PRC 11-02 and in the General Conditions (Form AG-008 Rev. 4/15/09), included by reference and made a part hereof and available upon request, and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

It is understood and agreed that the State of Hawaii (State) reserves the right to accept or reject any or all quotations, and to waive any defect in any quotation when in the opinion of the State such rejection or waiver will be in the best interest of the State.

By submitting this quotation, the Applicant understands and agrees that:

1. The Applicant shall be responsible for meeting and complying with the terms and conditions in the RFQ;
2. The Applicant is submitting the RFQ in good faith for the completion of the work for which the award may be made;
3. The Applicant certifies that the application is true and correct to the best of their knowledge;

Sincerely,

Applicant Signature and Date

Print Name and Title

Name of Organization, Agency, or Entity

Contact information (Including Phone, Fax, Email, and Mailing Address)

Contact information (Cont.)

Attachment 2 Project Budget

Department of Health

No.	Item	Total Number Of Hours/Trips/Units	Hourly Rate/ Unit Cost	Grant Funds	Match Funds	Total
A. Personnel Services						
	Project Manager	_____	\$____/hr	\$_____	\$_____	\$_____
	Project Assistant	_____	\$____/hr	\$_____	\$_____	\$_____
	Part-Time Workers	_____	\$____/hr	\$_____	\$_____	\$_____
	Volunteers	_____	\$____/hr	\$_____	\$_____	\$_____
	Fringe Benefits	_____	\$____/hr	\$_____	\$_____	\$_____
B. Travel						
	Airfare (inter-island)	____ round trips	\$____/round trip	\$_____	\$_____	\$_____
	Car Mileage	_____ miles	\$____/mile	\$_____	\$_____	\$_____
	Car Rental	_____	\$____/rental	\$_____	\$_____	\$_____
	Per Diem	_____	\$____/trip	\$_____	\$_____	\$_____
C. Operating Expenses						
	Office Supplies	12 months	\$____/month	\$_____	\$_____	\$_____
	Postage	12 months	\$____/month	\$_____	\$_____	\$_____
	Printing	12 months	\$____/month	\$_____	\$_____	\$_____
	Utilities	12 months	\$____/month	\$_____	\$_____	\$_____
D. Equipment						
		_____ hours	\$____/hr	\$_____	\$_____	\$_____
E. Professional Services						
		_____ hours	\$____hr	\$_____	\$_____	\$_____
F. Construction Materials, Supplies						
		____ Feet	Bulk	\$_____	\$_____	\$_____
		____ each	\$____	\$_____	\$_____	\$_____
G. Other Misc. Expenses						
	Insurance	1 year	\$_____	\$_____	\$_____	\$_____
TOTAL				\$_____	\$_____	\$_____

Attachment 3
Project Timeline

The CONTRACTOR shall accomplish the following activities within the timeline indicated from the date on the State's NTP.

Timeline:	Activity:
NTP + __ month	Submit or Conduct
NTP + __ months	Submit or Conduct
NTP + __ months	Submit or Conduct
NTP + __ months	Submit or Conduct
NTP + __ months	Submit or Conduct
NTP + __ months	Submit or Conduct
NTP + __ months	Submit or Conduct
NTP + __ months	Submit or Conduct
NTP + __ months	Submit Draft Watershed-Based Plan (WBP) and Draft Final Report
NTP + __ months	Submit Final WBP and Final Report

Attachment 4

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion B Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment Suspension, 7 CFR Part 3017, Section 3017.510: Participant's Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (Pages 4722-4733).

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name and Title of Authorized
Representative

Signature

Date

Instruction for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form 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 department or agency or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion B Lower Tier covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. 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 the Nonprocurement List.

Attachment 4 (Continued)

8. 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.

9. Except for transactions authorized under paragraph 5 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 department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment 5

Certification Regarding Drug-Free Workplace Requirements

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, published in the May 25, 1990 Federal Register, that require grantees to certify in maintaining a drug-free workplace.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the agency in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplace under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantees' drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or state highway department while in operation, state employees in each Local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see Paragraph 5).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. S12) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Attachment 5 (Continued)

Conviction means a finding of guilt (including a plea of not guilty) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or Non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (a) All direct charge employees; (b) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (c) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantees' payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Alternate I (Grantees Other Than Individuals)

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantees' workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantees policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by Paragraph a.;

Attachment 5 (Continued)

- d. Notifying the employee in the statement required by Paragraph a. that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the agency in writing, within ten calendar days after receiving notice under Paragraph d.ii. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice under Paragraph d.ii., with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - iii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs a, b, c, d, e, and f.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check [] if there are workplaces on file that are not identified here.

Attachment 5 (Continued)

Alternate II (Grantees Who Are Individuals)

1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Organization Name

Name and Title of Authorized Representative

Signature

Date

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress. In connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tier (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Attachment 6 (Continued)

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Authorized
Representative

Signature

Date

Attachment 7

Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this document the applicant/grantee certifies that it will comply with the requirements of the Act. The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which subgrantees shall certify accordingly.

Organization Name

Name and Title of Authorized Representative

Signature

Date