THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION

ONE WINTER STREET
BOSTON, MASSACHUSETTS 02108

Natural Resource Damages Assessment and Restoration Program

Grant Announcement and Application

Upper Mystic River Restoration

Agency Doc. No. BWSC-NRD-2015-02
COMMBUYS Bid#: BD-15-1045-BWSC0-BWSC1-00000005835

October 14, 2015

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2. Grant Summary:

A. <u>Overview and Goals of Grant</u>: Secretary of Energy and Environmental Affairs Matthew A. Beaton serves as the Commonwealth of Massachusetts' Natural Resource Trustee. Trustees assess injuries to natural resources resulting from spills and releases of oil and hazardous materials and substances, bring claims against responsible parties for monetary damages to compensate the public for these injuries, and plan and implement projects to restore, replace or acquire the equivalent of natural resources and the services that they provide to the environment and the public. This process is known as Natural Resource Damages (NRD) Assessment and Restoration. Within the Executive Office of Energy and Environmental Affairs (EEA), the Massachusetts Department of Environmental Protection (MassDEP) administers the NRD Program.

The Massachusetts NRD Trust was established as a state trust by the Massachusetts General Court in Chapter 194, Section 317 of the Acts of 1998 as amended in Chapter 149, Section 222 of the Acts of 2004 and Chapter 9, Section 22 of the Acts of 2011. Expenditures from the Trust must be conducted pursuant to the EEA Secretary's authority as Trustee for natural resources pursuant to Section 2A of Chapter 21A, Section 5 of Chapter 21E, Sections 23 through 27 of Chapter 130, and Section 42 of Chapter 131 of the Massachusetts General Laws; as well as Section 9607(f) of Title 42 of the United States Code, Section 1321 of Title 33 of the United States Code, Section 2706 of Title 33 of the United States Code or any other relevant and appropriate authority.

A 2014 settlement agreement between the Commonwealth of Massachusetts and J. P. Noonan Transportation, Inc. (J.P. Noonan), (the Responsible Party) included a total of $55,100 for natural resources injured, destroyed, or lost by the 2013 release of approximately 9,600 gallons of No. 2 fuel oil which impacted the Mystic River in Arlington and Medford. MassDEP assigned release tracking number (RTN) 3-0031576 to the release. These funds were deposited to the NRD Trust to be used for the purpose of restoring, replacing, or acquiring the equivalent of natural resources that were injured by the release. This grant procurement provides a process for seeking and selecting projects that are consistent with the goal of making the public whole for the natural resources injury that is the subject of the settlement agreement.

It is the policy of the EEA and its agencies that environmental justice be an integral consideration to the extent applicable and allowable by law in the implementation of all EEA programs, including, but not limited to, the grant of financial resources, the promulgation, implementation and enforcement of laws, regulations and policies, and the provision of access to both active and passive open space. Effective engagement of environmental justice populations in environmental decision-making through inclusive outreach as part of initiatives that include the restoration of contaminated land and natural resources is consistent with EEA policy and the complementary goal of NRD. The policy can be accessed at: http://www.mass.gov/eea/docs/eea/ej/ej-policy-english.pdf.

B. <u>Grant Applications: Location of Restoration Projects</u>: MassDEP is seeking grant applications for restoration projects in the Upper Mystic River that will restore, replace, and/or acquire the equivalent

of natural resources or natural resource services relating to resources and resource services that were injured by release of No. 2 fuel oil associated with the J. P. Noonan site in Arlington. Proposed restoration projects must be located in the Upper Mystic River as described in Section 3B.

C. Grant Announcement Calendar and Grant Application Deadline: **December 11, 2015; 4:30 p.m**.

PROCUREMENT EVENT	DATE
Grant Announcement Posted	October 14, 2015
Applicants' Conference at Central School (Senior Center), 27 Maple Street, Arlington	October 27, 2015; 6:30pm
Deadline for submission of written questions to Mass DEP Grant Contact person (see Section 2B)	November 6, 2015; 5:00pm
Official answers posted on MassDEP website	November 13, 2015; 5:00pm
Grant Application due date	December 11, 2015 at 4:30 p.m.
Announcement of awards on MassDEP Website	February 26, 2016 (estimated)
Contract Start Date	February 26, 2016 (estimated)

Applicants' conference will be held at 6:30pm on October 27, 2015, at:

Art Room
Central School (Senior Center)
27 Maple Street
Arlington, MA

D. Grant Contact Information:

Karen Pelto
NRD Program Coordinator
Massachusetts Department of Environmental Protection
Bureau of Waste Site Cleanup
One Winter Street, 6th Floor
Boston, MA 02108
Karen.pelto@state.ma.us

3. Eligibility

A. Eligible Applicants: This Grant Announcement is open to all public entities such as a unit of state or local government including a county, municipality, local public authority, school district, special district, district commission, regional government, any agency or instrumentality of government, and state authorities as defined in M.G.L. c. 29, § 1, and non-public entities, including organizational structures such as individuals, partnerships, and corporations (private, non-profit, quasi-public, or corporate body politic).

Organizations based outside the eligible geographic focus area as described in Section 3B below are eligible to apply so long as the proposed restoration project takes place within the project area. Partnerships and collaborative efforts between organizations are encouraged. Small organizations that wish to apply but have not previously undertaken a project of this magnitude are strongly encouraged to apply in partnership with a more experienced organization.

Subcontracting: Applicants may propose a subcontractor or team of subcontractors as part of their application and proposal. Subcontractors working for the applicant are subject to the same terms and conditions as the applicant, as defined in this Grant Announcement.

Multiple applications: An eligible applicant may submit more than one proposal for distinct restoration projects.

B. Eligible Geographic Focus Area: For the purpose of this Grant Announcement, the eligible section of the Mystic River (Segment MA71-02) is from the Outlet of Lower Mystic Lake (Segment MA71-027) to the confluence with Alewife Brook (MA71-04). The Mystic River watershed is delineated and described in the "MYSTIC RIVER WATERSHED AND COASTAL DRAINAGE AREA 2004-2008 WATER QUALITY ASSESSMENT REPORT" (Report Number: 71-AC-2), Massachusetts Department of Environmental Protection, Division of Watershed Management, Worcester, Massachusetts, March 2010 . The link to this document is:
http://www.mass.gov/eea/docs/dep/water/resources/71wqar09/71wqar09.pdf.

C. Eligible Projects/Scope of Work: Proposed restoration projects must restore water quality in the segment of the Mystic River as described above. Restoration projects can encompass a wide range of strategies to restore, enhance, and protect natural ecosystems. Restoration projects may include water quality improvements that address the degradation of aquatic habitats and result in meeting water quality standards and/or restoring beneficial uses. Projects may include components to improve community capacity for sustaining ecosystems through ongoing stewardship.

Eligible Projects Must:	Eligible Projects Must Not:
Have a strong link to natural resources and the services they provide to ecosystems that were injured by the spill or release of No. 2 fuel oil into the Mystic River in Arlington and Medford.	Be subject to an independent, prior obligation to perform the project pursuant to statute, regulation, ordinance, consent decree, judgment, court order, permit condition or contract, or otherwise be required by federal, state, or local law, including but not limited to enforcement actions, unless funding such project would present a substantial restoration benefit to Mystic River resources, such as but not limited to: a) Accelerating the pace of performance of the obligation, where such pace represents a calculable and substantial restoration benefit; or, b) Increasing the natural resource benefits associated with performance obligation.
Restore water quality in the geographic focus area.	Restore water quality solely outside of the geographic focus area.
Be protective of health or safety.	Be a proposal to conduct a study for a future restoration project or for research purposes.
Be a tangible on-the-ground restoration project – components may include design, permitting, construction, monitoring, and community involvement.	Be located on a site so contaminated or degraded as to absorb significant amount of the potentially allocated costs for cleanup as to restoration.
Be consistent with federal, state, or local law, regulation, or policies.	Use funds for continued operation, maintenance or support of an existing restoration project or natural resource.
Restore or enhance the function of water-dependent ecosystems by implementing measures to improve water quality (e.g. address erosion control, sedimentation, and/or other watershed disturbances due to inadequate infrastructure).	

D. Selection Criteria/ Evaluation Process

Detailed guidance for preparing the application to address the eligibility and evaluation criteria is provided in Attachment B (Detailed Application Requirements). The evaluation process will be conducted under the MassDEP Grant Review Team (GRT) that consists of a Team Leader and various MassDEP and EEA agency staff members. Projects will be first assessed for eligibility as defined in Section 3 of this Grant Announcement. Projects that are determined to be eligible will be evaluated by the GRT using, but not necessarily restricted to, the following criteria:

1. **Focus Criteria**
   a. *Proximity to Injured Resources*: Proposed restoration projects must be located in the Mystic River Watershed as described in Section 3B of this Grant Announcement.
   b. *Relationship to Injured Resources (Nexus)*: Projects that restore, replace, or acquire the

equivalent of the same or similar resources or services that were injured are preferred to projects that benefit other comparable resources or services. Injured resources include wetland, surface waters, sediment, shoreline and water quality, and the services that these resources provide to humans and ecosystems.

2. Benefit Criteria (Provide a level of detail within the Project Description sufficient to demonstrate the benefits provided by the project to the natural resources injured by the spill, including examples of similar projects implemented within the Mystic River watershed or a similar urban watershed where benefits have been documented.)

a. *Magnitude of Benefits*: Project maximizes the level of restoration, replacement and/or acquisition of the equivalent natural resources that were injured.
b. *Multiple Benefits*: Project will provide benefits to the greatest number natural resource types and natural resource services.
c. *Sustainability of Benefits*: Project will result in long-term, self-sustaining and comprehensive benefits to injured natural resources and/or the services they provide. Project will require only periodic maintenance or management that represents a relatively small investment to provide continuing benefits. Management and degree of public access will be consistent with natural resource protection.
d. *Consistency with state, regional, or local policies and plans*: Project implements one or more public goals, needs and /or recommendations expressed in existing state, regional, or local planning or regulatory documents.
e. *Community Goals*: Project complements one or more community goals, needs and/or recommendations as expressed in existing plans that incorporated public input and involvement in their development.
f. *Environmental Justice*: Project will include community involvement in planning, environmental decision-making, monitoring and stewardship of restoration to maintain and/or enhance the environmental quality of their neighborhoods.
g. *Stewardship*: Project will result in an "informed citizenry" that will help ensure ongoing environmental stewardship of restored natural resources and their services. Project provides a critical foundation for on-going and future ecological restoration and protection activities in the Mystic River watershed.
h. *Avoidance of Adverse Impacts*: Project has little to no potential for adverse impacts to the environment or public health and safety, or modifications to project to avoid potential impacts would considerably decrease benefits to injured natural resources and/or services. Adverse impacts include those characterized as short or long term, direct or indirect, and include those affecting resources that are not the focus of the project.

3. Implementation Criteria (Provide a level of detail within the Project Description sufficient to demonstrate how the project will be implemented, including examples of similar projects implemented within the Mystic River watershed or a similar urban watershed where meeting project objectives has been documented.)

a. *Technical/Technological*: Project will employ well-known and accepted techniques to achieve stated ecological, engineering, economic, and social objectives. Likelihood of success in proposed project location and expected return of resources and resource services is high.

b. *Administrative and Management Capability:* Project will be managed and administered by an organization that has demonstrated capability to successfully implement and complete similar projects.
c. *Site Ownership:* Restoration will occur at a publicly-owned site or on private property with a private owner willing to provide access and possible easements.
d. *Soundness of Approach*: Project demonstrates how work activities are planned and scheduled as well as the soundness and feasibility of all technical and logistical aspects of the project.
e. *Measurable Results*: Project delivers tangible and specific ecological and/or socioeconomic results that are identifiable and measurable, and/or that may be evaluated using professionally accepted quantitative or qualitative methods, so that changes in the Mystic River watershed (as described in Section 3B of the Grant Announcement) resources and services can be documented and evaluated.
f. *Level of Difficulty*: Obstacles that may be faced for project implementation (e.g., coordination with multiple outside parties, regulatory permits required, complex design and engineering, and public support) will not interfere with the likelihood of success.
g. *Reasonableness of Costs*: Project costs are commensurate with the benefits provided to injured natural resources and/or services. This will be a qualitative cost-benefit analysis.
h. *Implementation-oriented*: Project has a high ratio of NRD funding dedicated to implementation compared to general support and operation.
i. *Project implementation readiness:* Project has substantially completed design and permitting phase and/or has definitive plan for completion.
j. *Operation and maintenance needs:* Project demonstrates that appropriate legal, financial, and operational mechanisms are in place to conduct operation and maintenance to ensure sustained public use benefits.
k. *Leveraging of Additional Resources*: Project partners representing a broad range of community and other interests demonstrate commitment to provide matching funds and in-kind services. While matching funds are not required, leveraging of non-NRD resources is preferred because it extends the availability of restoration funds and therefore increases the resource benefits provided by the funds.
l. *Level of funding and resources needed for project implementation*: If Project includes matching funds and in-kind services, applicant demonstrates that these resources in addition to the funding requested are adequate to complete the work proposed, including contingencies.

4. Definitions

The following definitions supplement the definitions provided in Code of Massachusetts Regulations, 801 CMR 21.00 (Procurement of Commodities and Services) and 815 CMR 2.00 (Grants and Subsidies). These definitions are used for this solicitation and may be used throughout implementation of the grant contract after award:

Applicant: An Applicant is any entity identified in Section 3A of this Grant Announcement that responds to this Grant Announcement with a completed application, including the work and cost plan, and other required documentation as specified herein. For definition purposes, an Applicant is the

same as a “bidder” as defined in 801 CMR 21.00 (Procurement of Commodities and Services).

Bureau of Waste Site Cleanup (BWSC): The Bureau within MassDEP responsible for the procurement and implementation of the contract. MassDEP’s NRD Program Manager and Contract Administrator are assigned to BWSC.

COMMBUYS: The Commonwealth’s on-line procurement system is a free, around-the-clock internet access site that provides public procurement documents for all goods and services and grants and subsidies and that are issued by Executive Departments of the Commonwealth of Massachusetts.

Grant Review Team (GRT): The Massachusetts state personnel who are responsible for conducting the evaluation of the applications and recommending one or more responding entities for award of a grant contract to the Commissioner of MassDEP and the Secretary of Energy and Environmental Affairs for concurrence with the selection.

Grant - Discretionary and non-discretionary (designated) funds of financial assistance provided under contractual terms between a Grantor department and a Grantee to assist the Grantee in the achievement or continuation of a specified public purpose to benefit the general public or a segment of the general public consistent with the Grantor department's Legislative Authorization. Grants to Non- Public Entities may be made from trust and federal funds but may not be made from appropriated state funds absent specific Legislative Authorization stating that Grants or financial assistance may be made from the appropriated state funds and that recipients may include Non-Public Entities.

Grant Contract: A contract between the Commonwealth of Massachusetts and a Grantee, as executed by a co-lateral agreement sealed by a *Commonwealth Standard Contract Form* and a *Commonwealth Terms and Conditions* signed by signatories for the Commonwealth and the Grantee. For Grant Contract procurements, the terms “Grant Contract” and “Contract” can be used interchangeably.

Grantee: A Public or Non-Public Entity selected as a recipient of Grant.

Natural Resources Damages Program (NRD): The Commonwealth of Massachusetts manages natural resources such as fish, shellfish, wildlife, rare species, groundwater, rivers, lakes, ponds, and wetlands and holds them in trust for the public. If these resources are injured due to releases of oil or hazardous materials or substances, the state may recover monetary damages from those determined to be responsible for the injury to compensate the public. The Governor has designated the Secretary of the Massachusetts Office of Energy and Environmental Affairs (EEA) as a Natural Resource Trustee for the Commonwealth. Within EEA, the Massachusetts Department of Environmental Protection (MassDEP) administers the NRD Program and is the lead for this procurement and implementation.

Massachusetts Office of Energy and Environmental Affairs (EEA): EEA is a Secretariat in the Commonwealth’s Executive Branch. The Governor of Massachusetts has designated the Secretary of EEA as the state’s Natural Resource Trustee.

Massachusetts Department of Environmental Protection (MassDEP): MassDEP is an Executive Department under the EEA. Within EEA, MassDEP administers the NRD Program.

Restoration: Restoration means any action, or combination of actions, to restore, replace, or acquire the equivalent of injured natural resources and services that returns an injured resource to its baseline condition prior to the spill or release, substitute a resource that provides the same or substantially similar services, or to assist the recovery of an ecosystem that has been degraded, damaged, or destroyed. Although restoration activities can include "acquiring the equivalent" of injured natural resources, typically through land acquisition for habitat conservation, this RFR and resulting awards/grants are not for land acquisition projects.

5. Procurement and Grant Contract Information

A. Procurement for Grant Contracts: Solicitations and procurements are governed by specific Commonwealth regulations, and where federal funding is employed, also by federal requirements contained in the federal grant that issues the funds to the Commonwealth. Projects awarded as part of this funding opportunity will be awarded as a grant. The regulation governing this procurement is 815 CMR 2.00, with some provisions of 801 CMR 21.00. The terms of 815 CMR 2.00: Grants and Subsidies and 801 CMR 21.00: Procurement of Commodities and Services are incorporated by reference into this Grant Opportunity/Announcement. Words used in this Grant Opportunity document shall have the meanings defined in 815 CMR 2.00 and where applicable 801 CMR 21.00. Additional definitions are also provided in Section 4 of this document.

B. Total Anticipated Duration of Grant Contract(s): The base period of the grant contract is two (2) years with two (2) additional one-year renewal options, for a maximum grant contract period of four (4) years. No agreements for services may be executed after the grant contract has expired. Extension of the contract is at the sole discretion of MassDEP.

C. Funding Availability, Budgeting Guidelines & Allowable Expenditures: The total anticipated expenditures for restoration projects under this Grant Announcement are $55,100. Grant contracts will have a maximum obligation amount. MassDEP is under no obligation to disburse a specific sum of funding. There is no guarantee that monies will be awarded. All grant contracts shall be subject to available funding.

MassDEP will only reimburse costs and expenses that relate directly to the proposed restoration project and that will be incurred if the project is implemented. For grant contracts that are implemented under this Grant Opportunity, changes to the Scope of Services will require a formal grant contract amendment; however shifts in budget amounts between line items that do not substantively alter the Scope of Services may be considered administrative changes that will not require a formal grant contract amendment, but may require a project change order. The decision as to whether a grant contract amendment is required is solely within the discretion of the MassDEP NRD Program. See Attachment C (Supplemental Terms and Conditions) Section 3 (Compensation and

Payment of Grant Funds) for additional requirements and restrictions on payment.

D. Matching Funds: Matching funds are not required for a project to be eligible for funding; however MassDEP encourages applications that leverage additional funding and in-kind services because it extends the availability of NRD restoration funds and therefore increases the resource benefits provided to the public by the funds. If a cash or in-kind match will be provided by an entity outside the Applicant organization, a letter from the authorized agent of the match provider must be submitted, stating a commitment to provide the match. Note that NRD funds are characterized as non-Federal funds for the purpose of serving as a match for a Federal grant.

E. Grant Contract Award: Funding for projects selected under this Grant Announcement will be through a grant contract issued and administered by the MassDEP's NRD Program. MassDEP may fund multiple awards to multiple organizations within the limits of the available funding. However, MassDEP could award all of the funding for a single project, depending on the number of applications received and the results of the evaluation and ranking of the applications and projected costs.

Projects that are awarded a grant contract shall abide by the terms and conditions set forth in Section 7 (Terms and Conditions) and the additional terms and conditions set forth in Attachment C (Supplemental Terms and Conditions) to this Grant Announcement. Additionally, final grant contracts are subject to successful negotiation of the Final Scope of Services. Grant contracts are not final until MassDEP and the Grantee signatories have signed the Commonwealth's Standard Contract form, and the Grantee has also signed the Commonwealth's Terms and Conditions, and the Conflict of Interest Guidance and Disclosure Statement.

MassDEP does not guarantee that any grant contracts may result from this Grant Announcement, or that any particular funding amount will be awarded. It is anticipated that projects could commence immediately upon MassDEP's award of a contract. Awarded contracts will be reviewed during the contract term, and upon request by the Grantee, may be extended or otherwise amended at the sole discretion of MassDEP. Any extension granted will not be necessarily change, or increase, the monetary value of the contract.

F. Applicant Communication with MassDEP and the Commonwealth: Applicants are prohibited from communicating directly with any employee of the procuring department or any member of the GRT regarding this Grant Opportunity except as specified in this Grant Announcement, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this Grant Announcement. Applicants may contact the contact person for this Grant Announcement in the event this Grant Announcement is incomplete or the applicant is having trouble obtaining any required attachments. Note that there is an open period to submit written questions up to the deadline specified in this Grant Announcement. MassDEP's response to questions from all prospective applicants that are pertinent to this procurement will be answered and posted on the MassDEP website for this Grant Announcement.

G. Grant Announcement Distribution Method: This Grant Announcement and Application has been distributed electronically using the Commonwealth's procurement and solicitation website

COMMBUYS and the MassDEP website. It is the responsibility of every Applicant to check the MassDEP website for any addenda or modifications to the Grant Announcement to which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodations to Applicants who fail to check for amended Grant Announcements and submit inadequate or incorrect responses.

H. Update of Applicant's Contact Information: It is the responsibility of the Applicant to keep current the email address of the Applicant's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from MassDEP, including requests for clarification. MassDEP and the Commonwealth assume no responsibility if a prospective Applicant's or Grantees' designated email address is not current, or if technical problems, including those with the prospective Applicant or Grantees' computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Applicant or Grantee and the MassDEP to be lost or rejected by any means including email or spam filtering.

I. Prohibition of Changes to the Grant Announcement/Application: Applicants may not alter the Grant Announcement language or any Grant Announcement component files. Those submitting an application must respond in accordance to the Grant Announcement directions and complete only those sections that prompt an Applicant for a response. Modifications to the body of this Grant Announcement, specifications, terms and conditions, or which change the intent of this Grant Announcement are prohibited. Any unauthorized alterations will cause rejection of the response by the MassDEP. If an Applicant finds an error where a change may be required, the Applicant should immediately contact the MassDEP Contact listed in Section 2D of this Grant Announcement.

J. Minimum 90 day Effective Time for the Application: The application, and supporting documentation submitted in response to this Grant Announcement must remain in effect for at least 90 days from the closing date of the solicitation, including but not restricted to the proposed prices, key personnel, proposed contractors and subcontractor, and any other features of the submittal that may have bearing on the evaluation and ranking of the submittal by MassDEP.

K. Failure to Provide a Complete and Compliant Application: Submittals that are received that are incomplete and/or non-compliant with the requirements stated in this Grant Announcement are subject to rejection by the GRT.

L. Reasonable Accommodation: Applicants with disabilities or hardships that seek reasonable accommodation, which may include the receipt of Grant Announcement information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case-by-case basis.

M. Selection for Award of a Grant Contract: Applications that are determined to be eligible for grant funding as described in this Grant Announcement, and meet the evaluation criteria and the terms and conditions of the Grant Contract, as determined by the GRT, may be awarded a Grant Contract. However, the grant funds for restoration projects have a definite limit, as cited in Section 2 of this Grant Announcement. If Applications are received that meet the eligibility and other requirements

and goals for this procurement, but the total projected costs for all eligible responses exceed the available funding, the GRTwill evaluate and rank the submittals to ensure the funding limits will not be exceeded. In this case, the GRT will use the Commonwealth "best value" evaluation methods to select those projects that will be awarded grants under this Grant Announcement to ensure the grant fund will not be exceeded.

Failure of the Applicant to be awarded a grant under this Grant Announcement shall not eliminate their eligibility or consideration for any future potential grant funds that may be available through the NRD Program.

6. Instructions for Submitting an Application

A. Application Transmittal Instructions:
The Application, including all required and completed documents, must be delivered to MassDEP no later than the date and time listed in Section 2C of this Grant Announcement: **4:30 pm EST on December 11, 2015. Applications received after that date and time will not be accepted.** Refer to Attachment B (Detailed Application Requirements) of this Grant Announcement for specific requirements.

Applications shall be received by the deadline at:

Massachusetts Department of Environmental Protection
Bureau of Waste Site Cleanup
One Winter Street, 6th Floor
Boston, MA 02108
Re: BWSC-NRD-2015-02
Attn: Karen Pelto

Hand delivered applications shall be delivered to the Massachusetts Department of Environmental Protection Reception Desk, One Winter Street, Boston, MA, 2nd Floor. You must receive a receipt showing the date and time of delivery from the receptionist as proof of delivery before the deadline. Hand delivered application packages must have the address provided above on the package.

A complete application package includes a completed "Application" as well as a Work and Cost Plan document and other required documents as specified in Attachment B (Detailed Application Requirements) of this Grant Announcement. The Application Form (Attachment A) has been developed by MassDEP for use in all NRD restoration grant announcements. Failure to provide any of the materials requested in the application package may result in the disqualification of the Application.

Help reduce waste: See Attachment C (Supplemental Terms and Conditions), Section 5 of this Grant Announcement for Environmental Response Submission Compliance guidelines.

B. Requirements for Application Structure and Content: The required structure and submission items for the Application are specified in Attachment B (Detailed Application Requirements) of this Grant Announcement.

7. Terms and Conditions of Grant Contract Award

Any Grant Applicant receiving an award must comply with the following requirements:

A. Commonwealth Terms and Conditions: The general terms and conditions for this contract are set forth in two standard Commonwealth documents:

- Commonwealth of Massachusetts Standard Contract Form; and
- Commonwealth Terms and Conditions

The terms and conditions contained in these two documents supersede any and all other terms that may be defined explicitly or implied in this Grant Announcement. It is important that the entity submitting proposals fully understand all of the terms and conditions contained in these documents, and the referenced terms in these documents and how the terms apply to their agency, organization or business. A Grantee that fails to comply with the terms and conditions required by this Grant may be terminated from the contract.

In addition to meeting the requirements of this Grant Announcement, the Grantee's authorized signatory must sign and submit the "Commonwealth Terms and Conditions" and the "Standard Contract Form" with the completed Grant Application documents.

B. Supplemental Terms and Conditions: Supplemental terms and conditions are requirements that are specific to the contracts resulting from this Grant Announcement. The Supplemental Terms and Conditions are provided in Attachment C (Supplemental Terms and Conditions).

C. Additional Requirements: In addition to complying with the requirements of this section, any Applicant receiving a Grant Award must adhere to all requirements of the Grant Application, and all documentation submitted in support of that application. If, after award of a Grant to a recipient, the GRT receives information that there has been a material omission or misrepresentation by the Grant Applicant regarding any aspect of the proposed project, this may consititute grounds for invalidating the Grant award.

8. List of Attachments:

Attachment A: Application
Attachment B: Detailed Application Requirements
Attachment C: Supplemental Terms and Conditions

ATTACHMENT A

APPLICATION

This application and the detailed work and cost plan that are attached are the documents that will be evaluated to determine if the project is selected for funding and implementation.

A. APPLICANT INFORMATION

Applicant Name: _____

Mailing Address: _____

City/Town: _____ State: _____ Zip: _____

Applicant website (if applicable): _____

Type of Entity:

- ❑ Private Individual ❑ Non-profit Organization ❑ State Government
- ❑ Federal Government ❑ Tribal Government ❑ Municipal Government
- ❑ County Government ❑ Corporation/Business ❑ Academic Institution
- ❑ Other (explain) _____

B. CONTACT PERSON

Name: _____ Title: _____

Mailing Address: _____

City/Town: _____ State: _____ Zip: _____

Email address: _____

Telephone: _____ Fax: _____

Applicant Signatory (Person legally authorized to sign for the Applicant. Leave blank is same as above)

Name: _____ Title: _____

C. PROJECT INFORMATION

Project Name: Provide a brief project working name. This will be the name used by MassDEP to refer to this project.

Abstract: Provide a concise (not to exceed 250 words) description of the proposed restoration project and its benefits to injured natural resources and/or natural resource services. Include a general summary of project tasks, costs, schedule and partners. This project abstract as submitted may be widely distributed to inform stakeholders and the public.

Project Location (street address, geographic landmarks):

_____

❑ Longitude and Latitude of the approximate center of the project is:

_____

Project Location Map:
Provide a project location map, preferably an 8.5 x 11 inch USGS topographic map or aerial photograph showing the project location and the extent. Include pertinent topographic and geographic information, including a scale, and north arrow. It is important the boundaries or limits of the project are accurately delineated on the map at an appropriate scale.

If the Applicant has a plan or other drawing or map that is not from a USGS topographic map or an aerial photo, and that plan, drawing or map provides the same information, or is larger than 8.5 X 11 inch, that plan, drawing or map may be submitted in lieu of a 8.5 x 11 inch map, as long as it is in an envelope clearly marked "Project Location Map." The purpose of the location map is to provide the ESC with an accurate delineation of where the proposed project is located, the boundaries and limits to proposed project, and the relative size of the area involved with the project.

Project Site Access, Control, and Protection:

Is the property where the project is to occur owned by the community or organization requesting this funding?

❑ Yes ❑ No

Is the property where the project is to occur owned by a project partner?

❑ Yes ❑ No

If not, has the property owner given long-term permission to the community or organization requesting this funding or a project partner, to access the property where your project is to occur?

❑ Yes ❑ No

If so, are the rights of access granted by:

❑ Easement ❑ Long Term Lease ❑ Written Permission

Is the property owned by a public entity or private entity for conservation purposes?

❑ Yes ❑ No

If not, is the property owner willing to grant a Conservation Restriction (CR) to protect the restoration benefits?

❑ Yes ❑ No

If you checked "No" to any questions above, then explain below what steps are being taken to secure the rights of access to the property where the project is to occur?

Project Site Potential Contamination:

Is the Applicant aware of information suggesting that the property where the project is to occur may be potentially contaminated by oil/hazardous material as defined in the Massachusetts Contingency Plan (MCP) 310 CMR 40.000? Refer to the MassGIS website at: http://www.mass.gov/anf/research-and-tech/it-serv-and-support/application-serv/office-of-geographic-information-massgis/online-mapping/

❑ Yes ❑ No ❑ Unknown

If yes, please briefly describe:

_____

_____

_____

Any required remedial action to address the contamination must be completed in accordance with applicable state and federal regulations prior to or concurrent with the completion of the restoration project.

Is the Applicant aware of information suggesting that the property where the project is to occur may be potentially contaminated with solid waste as defined in the Site Assignment Regulations for Solid

Waste Facilities at 310 CMR 16.00?

❑ Yes ❑ No ❑ Unknown

If yes, please briefly describe:

_____

_____

_____

Site Description: Provide an overview of the restoration project site(s), including any pertinent information that would illustrate its ecological and social significance, in particular its proximity and relationship to injured natural resources. Describe the project site conditions in the context of sub-watershed conditions, including environmental concerns about invasive vegetation, water quality, or other conditions that affect habitat and ecosystem quality. If applicable, describe site features or conditions that appear on the site location map to be provided with this application.

Project Description: Applicants should scale the description to the size and complexity of the project. Small, uncomplicated projects would not require the detail nor be as extensive as larger, more complex projects. Projects that are succinct and to the point are encouraged. The goal is to convey the goals and benefits of the project, how the project will be implemented, the experience of those who will be in charge and who will implement the project, and how much the project will cost.

The project description must provide sufficient detail for the MassDEP NRD Program to assess the feasibility of the project and its ability to achieve restoration goals. **The project description must contain the following information and provide sufficient detail for the evaluation of the proposed project in terms of benefit to injured natural resources whether it be methods or techniques for restoration/ maintenance and their likelihood of success; location/ extent of problem; community involvement; or source(s) of impairment/ stressors**.

Describe the following items in the project description:

1. project and its major components;
2. how it will be built, constructed and/or implemented;
3. general schedule for completion of the project;
4. ongoing maintenance and care that will be required after completion, and who will be responsible for the maintenance and care, if required;
5. how the proposed project will benefit the natural resource and/or services that were injured (what are the long-term beneficial impacts of the project); and
6. Community Outreach Plan including the community or neighborhood in the planning and implementation of the project.

Note that the project description should be consistent with the task details provided in the Work and

Cost Plan to be submitted in accordance with Attachment B (Detailed Proposal Requirements).

Project Partner/Subcontractor (If applicable):
Provide the name of the firm or organization with whom you plan to partner/subcontract to complete the proposed project.

Name: _____

Mailing Address:_____

City/Town:_____ State:_____ Zip:_____

Applicant website (if applicable):_____

Type of Entity:

- ❑ Private Individual ❑ Non-profit Organization ❑ State Government
- ❑ Federal Government ❑ Tribal Government ❑ Municipal Government
- ❑ County Government ❑ Corporation/Business ❑ Academic Institution
- ❑ Other (explain) _____

Project Readiness:

Provide a list of permits or regulatory approvals (local, state, or federal) that are required to complete the project and current status of each permit or approval (e.g. not yet applied, completed and ready to apply, pending, granted, denied, under appeal):

Describe the project readiness in terms of design (e.g. conceptual, 30%, 60%, 100%):

Project Benefits:

List, in summary form, specific benefits to the community and/or neighborhood as well as short-term and long-term benefits to natural resources and/or the services they provide.

Summary of Project Benefits

Project Potential Environmental and Socioeconomic Impacts:

Complete the attached tables to indicate the potential environmental, social, and economic impacts of the proposed project. Examples of these potential impacts are provided for your consideration when evaluating the proposed project.

Examples of Environmental Impacts (not a comprehensive list):

- *Air quality*: Project may increase potential for release of pollutants to ambient air, via direct emissions or re-suspension of soil and/or dust, including short-term releases from construction vehicles, etc.
- *Instream flow*: Project may increase or decrease river flow, either intermittently or over long periods of time, thereby affecting aquatic life.
- *Surface water quality:* Pollutants may be released to surface water via point or non-point sources. Includes conventional pollutants (e.g., nutrients), sediments (e.g., turbidity), and toxic pollutants (e.g., metals). Beneficial impacts may occur if project reduces pollutant loadings (e.g., wetland filtration of runoff).
- *Sediment quality:* Project may affect concentrations of pollutants in riverbed and bank sediments.
- *Sediment quantity:* Project may result in release of sediment short-term (turbidity) or long-term (redistribution) and have negative or positive impact on benthic habitat.
- *Soil quality:* Project may affect the concentration of pollutants in soils or the potential for soils to erode.
- *Groundwater quality:* Project may affect the quantity or quality of groundwater resources (e.g., leaching of pollutants to groundwater).
- *Wetlands quality and services*: Project may influence the ability of wetlands to provide key functions and services, including habitat for wildlife, nutrient removal, flood control, and erosion control.
- *Diversity and abundance of aquatic species*: Project may influence the population and diversity of fish, shellfish, amphibians, and other aquatic wildlife. If relevant, discussion should highlight beneficial or adverse effects on rare, threatened, or endangered species.
- *Diversity and abundance of birds and terrestrial wildlife species*: Project may influence the population and diversity of wildlife (mammals, reptiles, invertebrates, birds) dependent upon rivers and riparian areas. For instance, a land acquisition project may conserve streamside habitat used by mink and river otter. If relevant, discussion should highlight beneficial or adverse effects on rare, threatened, or endangered species.
- *Diversity of plant communities*: Project influences the number of aquatic or terrestrial plant species. Discussion should highlight beneficial or adverse effects on rare, threatened, or endangered species.
- *Invasive species*: Project may disturb terrestrial or aquatic habitat encouraging colonization by invasive species or may include control and elimination of invasive species.

Examples of Social Impacts (not a comprehensive list):

- *Environmental Justice populations*: Project may affect the quality of life (e.g., health, income, quality of life) of minority or low income populations living near the project site.

- *Sense of community and well being*: Project may influence relationships between social groups in the community and residents
- *Public health or safety*: Project may influence the safety of individuals who access the site. For instance, trail improvements may improve safety in a popular hiking area.
- *Recreational activity*: Project may influence the types, amount, and quality of recreational activity that the site can accommodate. For example, construction of a boating ramp may improve access for boaters and anglers. Likewise, a wetland restoration may attract species of interest to birders.
- *Aesthetics*: Project may influence residents' and visitors' general enjoyment of the site, separate from recreational use. For instance, a land conservation effort may preserve scenic vistas or similar viewsheds.
- *Native American Trust Resources*: Project may affect the existence, quality, or accessibility of Native American resources such as fishing resources, burial grounds, and other sacred sites.
- *Non-Tribal cultural or historic sites*: Project may affect the existence, quality, or accessibility of culturally significant sites that are listed on, or eligible to be listed on, the National and/or State Register of Historic Places or another such formal designation.
- *Education*: Project may affect the general public's understanding of the natural world such as the installation of interpretive signs at the site of a restored wetland or a place-based river curriculum instituted in schools.
- *Local partnerships and collaborative efforts*: Project may affect the degree of coordination between individuals and organizations, potentially influencing the efficiency of community-based environmental protection efforts. For instance, two watershed associations may collaborate on a regional project and share data and staff resources.
- *Availability and quality of drinking water*: Project may influence surface and groundwater resource quality, affecting whether the resources are suitable for private or public drinking water supplies.
- *Subsistence activity*: Project may influence local individuals or families who rely on hunting or fishing activity for sustenance.
- *Nuisances*: Project may affect the quality of the human environment in the short- and/or long-term by influencing dust and noise levels, odors, glare, etc.

Examples of Economic Impacts (not a comprehensive list):

- *Short-term commercial economic impact of restoration action*: Project may affect employment or income of individuals and businesses during the construction stages. For instance, a trail building project may provide work for local landscaping or construction firms.
- *Recreational expenditures and related businesses*: Through impacts on recreation and tourism, project may increase or decrease revenues at local businesses. Affected businesses potentially include guide services, bait and tackle shops, sporting goods stores, hotels, grocery stores, and gas stations.
- *Existing resource-based industries*: Project may influence revenue and employment in resource-based industries such as agriculture and forestry. For instance, a conservation effort may introduce sustainable forestry practices in combination with recreational enhancements.
- *Commercial water users*: Project may affect local businesses' ability to use river water for production. For instance, a flow-enhancement project may limit the amount of cooling water that can be withdrawn by an up-stream power plant.

- *Property values*: Project may influence the market price of land or structures located near the project site, affecting the wealth of property owners. For example, a land conservation effort may enhance the value of abutting residences.
- *River-based commercial navigation*: Project may affect the ability of cargo or ferry vessels to navigate safely. For example, a dam removal project may eliminate a small ferry crossing on a river.
- *Wastewater discharges*: Project may affect the cost of treating and discharging wastewater. For example, a project that improves surface water quality in a river may increase or decrease (depending on the pollutant) the cost of treating wastewater that will be discharged into the same river by industrial and municipal facilities.
- *Stormwater discharges*: Project may affect the cost of treating and discharging stormwater by incorporating best management practices.

CHECKLIST: POTENTIAL ENVIRONMENTAL AND SOCIOECONOMIC IMPACT
Impact Category: Environmental

Impacts on…	No Impact	Minimal Adverse Impacts	Significant Adverse Impacts	Beneficial Impacts	Temporary Short-Term Impacts	Long-Term Impacts	Mitigation Required	Does Not Apply
Air quality								
Instream flow								
Surface water quality								
Sediment quality								
Sediment quantity								
Soil quality								
Groundwater quality								
Wetlands quality and services/functions								
Diversity and abundance of aquatic species								
Diversity and abundance of terrestrial wildlife species								
Diversity of plant communities								
Invasive Species								
Other:								
Other:								

CHECKLIST: **POTENTIAL ENVIRONMENTAL AND SOCIOECONOMIC IMPACT**
Impact Category: Social

Impacts on…	No Impact	Minimal Adverse Impacts	Significant Adverse Impacts	Beneficial Impacts	Temporary Short-Term Impacts	Long-Term Impacts	Mitigation Required	Does Not Apply
Environmental Justice populations								
Sense of community and well-being								
Aesthetics								
Public health or safety								
Recreational activity								
Native American Trust Resources								
Non-tribal cultural or historic resources								
Education								
Local partnerships and collaborative efforts								
Availability and quality of drinking water								
Subsistence activity								
Nuisances								
Other:								
Other:								

Impact Category: Economic

Impacts on…	No Impact	Minimal Adverse Impacts	Significant Adverse Impacts	Beneficial Impacts	Temporary Short-Term Impacts	Long-Term Impacts	Mitigation Required	Does Not Apply
Short-term commercial								
Property values								
River or land-based recreational expenditures and related businesses								
Existing resource-based industries								
Commercial water users								
River-based commercial navigation								
Wastewater discharges								
Stormwater discharges								
Other:								
Other:								

Authorizing Statement

I declare that the information included in this Application and all attachments is true, complete, and accurate to the best of my knowledge, and that the proposed project complies with all applicable state, local and federal laws and regulations.

_____ _____

Signature of Applicant Date

_____

Name of Applicant

ATTACHMENT B

Detailed Application Requirements

A. Requirements for Language, Measurements and Currency: Unless otherwise specified in this Grant Announcement, all communications, responses, and documentation for this Grant Application, Grant Award and the implementation of the project after award must be in English, all measurements must be provided in United States Customary Units (miles, yards, feet, inches, acres, pounds, tons, etc.) and all cost proposals and monetary figures in U.S. currency (US dollars).

B. Required Structure and Content for the Application

The Application structure is designed to: 1) provide GRT evaluators with the project information to assure consistency with the goals of the NRD Program, 2) provide MassDEP assurance that the Applicant's organization can successfully manage and implement the project, and 3) provide the Commonwealth required documents and signatures needed to enter into a Grant Contract with the Applicant and for the Applicant to receive funding for the project if selected for award.

Applicants are required to complete all sections of the Application structure and should scale their responses to the size and complexity of the project. Small, uncomplicated projects will not require the detail nor be as extensive as larger, more complex projects. The Applicant should convey the goals and benefits of the project, explain the project implementation process, describe the experience of those individuals who will be managing, and/or implementing the project, and how much the project will cost.

Applicants are advised that MassDEP does not require elaborate applications enhanced by publication-type, high-quality features such as elaborate covers or inserts, glossy or other high publication quality attributes. Visual appearance and high production value are not features that will be used in the evaluation process to determine the merits of the proposed project. In addition, extraneous materials that have not been requested in this Grant Announcement will be removed prior to the NRD GRT receiving their copies. Grant applications must comply with the proposal submittal requirements specified in this Grant Announcement, as well as provide clear, concise and well written narratives that will enable the NRD GRT to fairly evaluate the proposed the project.

The following table is a summary of the sections of the application required for a complete and compliant submittal in response to this Grant Announcement. Following the table are detailed descriptions defining what each section should address.

Proposal Structure And Required Submittals	
	Application Coversheet (see template at end of this section.)
Section 1	Application (Grant Announcement Attachment A)
Section 2	Project Work and Cost Plan
Section 3	Key Personnel Resumes

Section 4	One (1) copy of Letter(s) of Commitment from Project Partners (if applicable).
Section 5	One (1) copy of Letter(s) Confirming Site Access to potential project restoration project sites, whether public or privately owned.
Section 6	Conflict of Interest Guidance and Disclosure Statement (Grant Announcement Attachment D)
Section 7*	Signed (wet-ink) "Commonwealth of Massachusetts- Standard Contract Form" signed by the applicant's authorized signatory. Submit one wet-ink copy in each of the two "original" copies of the proposal that are to be submitted.
Section 8*	Signed (wet-ink) "Commonwealth Terms and Conditions" signed by the applicant's authorized signatory. Submit one wet-ink copy in each of the two "original" copies of the proposal that are to be submitted.
Section 9*	Request for Taxpayer Identification Number & Certification (Mass. Substitute W-9), or Certification of Tax Compliance (for Non-Public entities)
Section 10*	Applicant's Authorized Signatory Listing
Section 11*	Electronic Fund Transfer (EFT) Form (if Applicant does not currently have one).
CD Disk	Provide ONE electronic copy of the entire submittal in PDF format in an unlocked file.
* Templates for the forms required in the asterisked sections are provided as attachments to the Grant under the "Attachments" tab on the COMMBUYS website for this solicitation and on the Office of the Comptroller website http://www.mass.gov/osc/publications-and-reports/forms/contracts.html	

The following paragraphs provide a detailed description of the information to be addressed in each section of the proposal:

Application Coversheet

The first page of the application should be a completed coversheet using the template provided at the end of this section (Application Coversheet). Response to this Grant Announcement requires multiple copies of the application, or specific sections of the application as described in this Attachment B, Subsection C (Submitting the Application). Each of the multiple copies shall use the Application Coversheet, with the appropriate box checked to indicate which of the required documents it is, and the other required information completed.

Section 1. Application (Grant Announcement Attachment A)

Applicants are required to complete the "Application" section presented in Attachment A and include the information as Section 1 of the Proposal. Applicants should scale their responses to the size and complexity of the project. Small, uncomplicated projects will not require the detail nor be as extensive as larger, more complex projects. The Applicant should convey the goals and benefits of the project, explain the project implementation process, describe the experience of those individuals who will be managing, and/or implementing the project, and how much the project will cost.

Section 2. Project Work and Cost Plan

The Work and Cost Plan provides the MassDEP with a description of the Applicant's approach and costs for implementing the work. The Work and Cost Plan will serve as the scope-of-services for the contract

if the Applicant is awarded a grant contract.

Depending on the size and complexity of the project, the project should be divided into major tasks that have logical, clearly defined work categories with milestones, end-points, and a discrete task level cost estimates. The descriptions of the activities and resources to be used for each task must align with the tasks and costs provided by the Applicant in the Project Budget Summary Form of the application. An example template for the Project Budget Summary Form is included at the end of this Attachment.

The number of tasks to be used for the project should be scaled to the size and complexity of the project. Relatively small, low-cost projects may include only one or two tasks, where larger, more complex projects may list multiple tasks. If a project is to be phased, each phase could be identified as a discrete task. Items that should be included in the project and task descriptions, where applicable, include the following:

- Identify to the best of your ability who will be performing each project task and whether the work will be done by applicant or by an external firm or group, including project partners and subcontractors, if applicable;
- Identify any community outreach, particularly in EJ neighborhoods, for planning/decision-making as well as potential long-term stewardship;
- Identify any planning, design or permitting activities that must be completed prior to project implementation, including the name of the permit or approval, the name of the entity with authority to grant or deny the permit or approval, and the current status of the permit or approval (e.g., not yet applied, pending, granted, denied, under appeal);
- Identify any property access agreements, easements, rights-of-way, or other agreements that will be needed to complete the project. If access has not yet been granted, outline how access to the project location will be obtained as part of project implementation;
- Include a monitoring and evaluation plan, as appropriate, and describe data to be collected within the project performance period by the Applicant or others to help evaluate the effectiveness or success of the project relative to the anticipated outcomes and benefits identified in the Application; and
- Include an operation and maintenance plan, as appropriate, and describe the appropriate legal, financial, and operational mechanisms that are or will be in place to conduct operation and maintenance to ensure sustained public use or other long term benefits.

At the end of the task description, provide a narrative explaining the costs for labor, materials, equipment and supplies, contracted costs, travel and other expenses needed to implement the task as defined in Project Budget Summary Form Section of this Attachment. The purpose of the cost narratives is to clearly show the cost build-up that supports the cost for the entire task presented in the Project Budget Summary Form that is to be provided in the application.

<u>Project Schedule</u>

The Work and Cost Plan shall include a project milestone schedule by task and, where appropriate, by

milestone. The schedule can be defined by actual dates (example: June 30, 2017), or by project phase duration (example: 5 weeks after completion of the site preparation). The project schedule can be presented in table or graphic form, as long as the schedule is clear and easily understood.

Project Management Plan

As part of the Work and Cost Plan, the Applicant shall include a Project Management Plan that describes how the project will be managed, and includes a detailed description of how the project manager will ensure that the work and milestones are accomplished in accordance with the Work and Cost Plan, and how project budgets will be tracked and controlled. In the example provided below, the project management is described in Task 1.

The size and complexity of the Project Management Plan should be scaled to the size and complexity of the project. Simpler, lower cost projects will not require as much detail as larger more complex and costly projects.

Project Personnel Organization Chart

The Work and Cost Plan must include an organization chart that identifies the Applicant's key personnel, project partners and their key personnel, if applicable, and use the plan narrative to describe the roles and responsibilities of those presented in the organization chart. The Work and Cost Plan must also include a description of the Applicant's and project partner's/subcontractor's experience and how that experience demonstrates that the Applicant's proposed organization provides the capability to achieve the technical and financial goals of the project.

Community Outreach Plan

The Work and Cost Plan must include a Community Outreach Plan that presents the approach to engage the community in planning and environmental decision-making regarding the proposed project. The plan should include specific outreach strategies to any EJ communities in the Eligible Geographic Focus Area that provide effective and inclusive "two-way" communication, e.g. outlets for public education regarding the proposed project as well as meaningful opportunities to participate in the development, implementation, monitoring, and/or long-term stewardship of the proposed project and the natural resources and services that it will restore.

Example Work and Cost Plan

An example of a typical Work and Cost Plan is presented in the following paragraphs. However, the Applicant is not required to use this format and Task Numbering and can use any task format as long as it is logical and clearly defines work to be implemented. Note that each Task requires a narrative explaining the cost-build up in the Project Budget Summary Form that is presented in the application:

Example Task 1: Project Management: The task description in the Work and Cost Plan for management and administration should correlate to the description in the Project Management Plan.

The Applicant should provide a task for the activities to administer and manage the project, including preparing the reports to be submitted to the MassDEP Program Manager, as defined in the Grant Announcement, Attachment C, Section 12 which requires all projects to have quarterly progress

reports. The costs associated with preparing these progress reports can be budgeted in Task 1.

Example Task 2: Community Outreach Plan: The Applicant should provide the approach to engage the community in planning and environmental decision-making regarding the proposed project, with specific strategies to engage EJ communities in the Eligible Geographic Focus Area. The Plan may include outreach activities such as, but not limited to, public informational meetings, neighborhood design "charrettes," public opinion surveys (online and by mail), door-to-door canvassing. The Plan should also include the use of outreach materials such as, but not limited to, factsheet(s), website(s), press release(s) and public notice(s) and include strategies to overcome any language barriers. Additionally, the Plan may include outreach activities regarding long-term monitoring/stewardship of the resources such as training of volunteers. The Plan should describe how the selection of proposed activities and materials are reflective of community interests and responsive to community needs.

Example Task 3: Project Plans, Specifications and/or Permits: If the project requires additional plans or design documents or permits, a separate task for these activities would likely be appropriate since these activities are normally performed separately from the implementation of the construction or other field activities. This task could include preparation of documents needed to specify the details for construction or other implementation requirements. If permitting is required, it may be included here.

Example Task 4: Phase 1- Site Preparation: This could include any activity physically required to prepare the site for implementation of the project if that activity is a discrete work item to merit a separate task distinct from project implementation. For example, site clearing or placement of roadways for access, or fencing/gates for security during implementation, etc., if not an integral part of the project implementation.

Example Task 5: Phase 2- Implementation: One or more phases of implementation can be a single task, or be divided into tasks if the project has reasonably discrete work items that make a subdivision of tasks appropriate.

Example Task 6: Monitoring and Evaluation Plan: If appropriate to the project, a monitoring and evaluation plan may be required that describes the data to be collected within the project performance period by the Applicant or others to help determine whether the project has been effective and successful.

Example Task 7: Draft and Final Reports: A draft final report and a final report shall be prepared after the project is complete, and if appropriate, the work required to prepare these reports could be presented as a separate task. The NRD Program and other state, federal and local agencies, as well as public and private stakeholder groups will use these reports. Final reports produced under these grants must be comprehensive, professionally written and produced, and contain useful recommendations based on sound technical assessment/planning information gathered during the project. One (1) original, one (1) copy and an electronic version for potential posting on MassDEP's web page or to produce more copies if needed will be required. The work required to accomplish the

report preparation and finalization could be significant enough to merit identifying draft and final reports as a discrete project task.

Summary of Task Structure: These hypothetical six tasks are only an example of how an Applicant might structure the Work and Cost Plan. The actual number of tasks and their content should be scaled to the size, complexity and cost of the task, with the goal of providing the GRT evaluators with sufficient information to understand the costs presented in the Cost Proposal to be provided by the Applicant.

Geographic Information System (GIS) Work

GIS work could be a component of one task or more than one task. If so, the GIS work should be described as a sub-Task in the Work and Cost Plan and the description should provide information on the type of database(s) that will be used, describe any ground-truthing of information, and state scale of maps to be produced. Additionally, at the end of the project, all GIS data files shall be delivered to MassDEP, on disk in ArcInfo export format with meta-data documentation.

Project Budget Summary Forms

Applicants must provide a detailed project budget, presented by Task, using the Budget Summary Form provided below. The narratives that describe each of the cost items used to build the task costs and total budget must be provided in the Work and Cost Plan as described in earlier in this section.

Each application must contain a budget, and the amounts for each budget line item should be documented. The budget narrative should clearly state any assumptions used to develop the proposed budget. The budget narrative provided in the Work and Cost Plan of the application must provide sufficient detail for the MassDEP NRD Program to assess the relationship of expected costs to expected benefits and the project's ability to achieve restoration goals. This information will be the basis of a Scope of Services as part of a contract if the project is selected for implementation.

Applicants must indicate in the budget the total amount of NRD funding that will be expended in the following expense categories: employee labor costs (includes direct salary and indirect overhead costs); contracted services (i.e. consultants, contractors, vendors); materials, equipment and supplies; travel; and other (specify). Applicants must indicate the total amount of NRD funding and the source and total amount of Other Contributions (committed and not committed cash and/or in-kind) that will be allocated to each major task.

Definitions of Expense Categories used in Funding Allocation and Budget Summary Forms:

<u>Labor</u> – Identify the number of Applicant's staff and any personnel required to complete the project, the estimated number of hours that each staff will work and the hourly rate for each staff. Hourly rates must be inclusive of all benefits and other labor overhead. Include in this category administrative, clerical, bookkeeping, and other support staff services that would be reimbursed by the NRD funding (unless these activities are sub-contracted; if so, indicate under Sub-Contracted Services).

<u>Sub-Contracted Services</u> – Indicate the dollar value of any services to be provided by others hired

under contract for professional services or construction. This category includes, but is not limited to, consultant and construction services, materials, equipment, data processing, printing, and laboratory testing. Identify the specific service(s) to be performed. Construction service contracts should include at least a 10 percent contingency to cover unexpected expenses.

Materials, Equipment and Supplies – Identify the costs of major materials, equipment and supplies necessary to prepare, conduct, or construct this project. These items include articles rented, leased or purchased for use on the project by the applicant, with a cost of $250 or more.

Travel – Indicate travel costs that are essential to conduct the project. Explain expected travel destination(s), purpose of travel, number of people traveling, and number of trips to be made. Travel rates may not exceed current state employee rates for meals, lodging, and mileage.

Other – Identify other costs required to complete the project. List other anticipated project costs that have not been addressed in other budget categories. For example, permit fees, security or police details. ***Note that NRD Funds cannot be used to pay interest on loans taken out to cover project expenses***.

Section 3: Key Personnel Resumes

Provide brief resumes of those persons that are considered key to the project to manage and administer the work, as well as any other persons that will provide important technical or other services that are key to the project. The resumes should demonstrate that the Applicant has the persons with the experience and skills to successfully implement those aspects of the project to which they would be assigned. Subcontractor's resumes may also be included here as appropriate.

Section 4: Letter(s) of Commitment from Project Partner(s)

One copy of any letter(s) confirming commitments of other entities involved in the project is required. Letters from entities not providing access, funding or in-kind services to the project but supporting its goals and objectives are not required but can be included.

Section 5: Letter(s) Confirming Site Access

One copy of the letter confirming addresses and permission to access the proposed project restoration site(s), whether publicly or privately owned.

Section 6: Conflict of Interest Guidance and Disclosure Statement

All Applicants must review, understand and certify that, to the best of their knowledge, that no conflict of interest is present, or that any potential or appearance of a conflict of interest has been disclosed with the submittal of the proposal. Conflict of Interest, as it applies to this procurement and grant, is explained in Attachment C (Supplemental Terms and Conditions), Paragraph #10. The Applicant's signatory must sign the certification statement provided in Attachment D (Conflict of Interest Guidance and Disclosure Statement Form).

Section 7: Commonwealth of Massachusetts Standard Contract Form; Commonwealth Terms and Conditions

The "Commonwealth of Massachusetts Standard Contract Form" (Standard Contract Form) is the only document that authorizes an award of the contract to the Applicant, and as such, the Applicant's authorized signatory must sign it. A wet-ink signed copy is required with each of the two "Original" proposals as specified below in Subsection C (Submitting the Application). If the Applicant is selected for award of a contract, MassDEP will counter-sign the Applicant's wet-ink signed copies, and return one to the Applicant to authorize the award. In addition, the Applicant must execute (wet-signed copy) of the Commonwealth's Terms and Conditions and return it with the Application package.

The most recent, applicable version of this form is available on the Massachusetts state website at the following web address: http://www.mass.gov/dor/docs/dor/ust/forms/standard-contract-form.pdf

Sections 7 through 11: Commonwealth's Required Submittals
Sections 7 through 11, as listed in Subsection B of this Attachment, are forms that are required by the Commonwealth with all responses to the Grant Announcement. These forms are provided under the Attachment tab on the COMMBUYS website for this Grant and on the Office of the Comptroller website at http://www.mass.gov/osc/publications-and-reports/forms/contracts.html.

C. Submitting the Application

All applications shall use the Application Coversheet provided at the end of this section.

The applications must be clearly subdivided into the 11 sections described above in Subsection B of this Attachment (Required Structure and Content for the Application). The content of each section should comply with the required information. The preferred format is for the proposals to be submitted in three-ring binders, one for each proposal. However, this is not a requirement as long as the proposal pages are clearly subdivided into the 11 sections, not including the required coversheet, and the pages are reasonably secured so as not to be easily dislodged when the proposal package is opened.

The Grant Announcement and required application and its components are structured to address any size and cost project that may be proposed, and proposals for smaller scale and cost projects would not necessarily require extensive response to all of the components of the submittals that are required in the proposal. However, each of the components is important in conveying information to the NRD GRT, as well as meeting the requirements of the Commonwealth. The applicant is advised to address each of the 11 sections required in the proposal, even if the response for that section is brief.

The following table provides the requirements for submitting the proposals.

Application Item		Requirement	Number of Copies
1	"Original #1" and Original #2- Complete Application – Coversheet and Sections 1-through 11.	Complete copies marked on outside cover as "Original", and containing the wet-ink signed forms for Sections 7 and 8 the Standard Contract Form and the Commonwealth Terms and Conditions, respectively.	2 originals
2	"Copy" – Complete Application – Coversheet and Sections 1 through 6 only.	Copies of only Sections 1 through 6, with the outside covered marked "Copy".	5 copies.
3	Computer CD or DVD	A Compact Disk (CD) or DVD disk with a copy of the complete Application – Coversheet and Sections 1-11), all sections in Adobe PDF format in an unlocked file. The disk shall be clearly marked with the name of the Applicant, the Grant Announcement No. BWSC–NRD-2015-02, the project name, and the date.	

APPLICATION COVERSHEET

Grant Announcement NO. BWSC-NRD-2015-02
NRD Assessment and Restoration Program
Upper Mystic River Restoration

Check box on right to indicate which of the required documents this is.	
ORIGINAL #1 COMPLETE APPLICATION WITH WET-INK SIGNED STANDARD CONTRACT FORM AND COMMONWEALTH TERMS AND CONDITIONS.	
ORIGINAL #2 COMPLETE APPLICATION WITH WET-INK SIGNED STANDARD CONTRACT FORM AND COMMONWEALTH TERMS AND CONDITIONS.	
COPY OF APPLICATION SECTIONS 1 – 6 ONLY **COPY NUMBER:**	____ **of 5**

Name of Applicant:	
Name of Project:	

Project Budget Summary Form – Example Only
(Match the Task presented in the Work and Cost Plan)

Task Description	**Proposed Cost**	**Other Contributions Cash or in-Kind (Committed)**	**Other Contributions Cash or in-Kind (Not-Committed)**	**Total Cost**
TASK 1 – Project Management				
a. Labor				
b. Materials, Equipment and Supplies				
Subtotal Task 1				
TASK 2 – Outreach Plan				
a. Labor				
b. Materials, Equipment and Supplies				
c. Other				
Subtotal Task 2				
Task 3 – Permitting/Design				
a. Labor				
b. Materials, Equipment and Supplies				
c. Contracted Services				
d. Other				
Subtotal Task 3				
TASK 4 – Construction/Implementation				
a. Labor				
b. Materials, Equipment and Supplies				
c. Contracted Services				
d. Other				
Subtotal Task 4				
TASK 5 – Report				
a. Labor				
b. Materials, Equipment and Supplies				
c. Other				
Subtotal Task 5				
TOTAL (all Tasks)				

ATTACHMENT C
Supplemental Terms and Conditions

NRD Assessment and Restoration Program
Upper Mystic River Restoration
Solicitation/Contract No.: BWSC–NRD-2015-02

In addition to the Commonwealth Terms and Conditions cited in Section 7A of the Grant Announcement, the following supplemental terms and conditions apply to the grant contracts issued as a result of this Grant Announcement:

1. Electronic Communication/Update of Grantees' Contact Information: It is the responsibility of the Grantee to keep current the email address of the Grantee's contact person and prospective contract manager, and to monitor that email inbox for communications from MassDEP, including requests for clarification. MassDEP and the Commonwealth assume no responsibility if a Grantee's designated email address is not current, or if technical problems, including those with the Grantee's computer, network or internet service provider (ISP) cause email communications sent to/from the Grantee and MassDEP to be lost or rejected by any means including email or spam filtering.

2. Contract Expansion: If additional funds become available during the grant contract duration period, the Department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this Grant Announcement or to execute contracts with Grantees not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

3. Compensation and Payment of Grant Funds:
Costs which are not specifically identified in the Applicant's response, and/or accepted by MassDEP as part of a grant contract, will not be compensated under any contract awarded pursuant to this Grant Announcement. The Commonwealth will not be responsible for any costs or expenses incurred by Applicants responding to this Grant Announcement.

Upon award of a contract, the following terms and conditions apply to compensation and payment to the Grantee.

a. Payment for Services Delivered: Contracts will be paid on a reimbursement of costs basis and under maximum obligation contract basis. The payment procedure for awards is reimbursement for costs incurred for the project during the contract period. Only project costs incurred during the contract period will be eligible for payment.

b. Payment only for MassDEP Accepted Services: Compensation will be made for services delivered and accepted by MassDEP's NRD Program Manager and Contract Administrator provided the project budget is not exceeded, and the scope of the services falls within the scope defined in the approved work plan or subsequent MassDEP approved scope changes, such as a change order document.

c. Payment Restrictions: The following are restrictions that may result in non-payment to the Grantee:

- Costs which are not specifically identified in the Grantee's application (e.g. Work and Cost Plan) and/or accepted by MassDEP as part of a contract, will not be compensated under any grant contract awarded pursuant to this Grant;
- Costs incurred after the end date of the grant contract will be ineligible for payment;
- Grantees are at risk for non-payment of claims that exceed the MassDEP approved budget for the project, and cost elements within the project that are tracked as part of the financial management and reporting requirements as determined on a project specific basis; and
- The Commonwealth will be not be responsible for any costs or expenses incurred by the Applicants responding to this Grant Announcement.

See also Section 5C (Funding Availability, Budgeting Guidelines & Allowable Expenditures) of this Grant Announcement for additional budget and payment restrictions.

d. Payment through the Commonwealth's Electronic Funds Transfer (EFT): All Grantees must comply with the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the Grantee can provide compelling proof that it would be unduly burdensome. The requirement for EFT participation is stipulated in the general Commonwealth of Massachusetts – Standard Contract Form (page 4). The link to the EFT Form is: https://massfinance.state.ma.us/VendorWeb/EFT_FORM.pdf.

If the Grantee is already enrolled in the program, it may so indicate in its response. Because the Authorization for EFT Form contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by MassDEP on a case-by-case basis if participation in the program would be unduly burdensome on the Grantee. If a Grantee is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its response. MassDEP will consider such requests on a case-by-case basis and communicate the findings with the Grantee.

e. Invoices Submitted for Reimbursement of Costs: Invoices that are submitted to MassDEP for reimbursement must have sufficient detail to document the validity of the costs being claimed. At a minimum, the invoice must parallel the task breakdown structure and cost elements contained therein so the invoice can be directly compared to the approved budgets for the various cost elements. The level of detail and breakdown of the cost elements in the budget and the invoices will be determined on a project specific basis.

As a claim for payment, invoices should have two (2) or three (3) major sections containing the information supporting the claim depending on the project and payment type and structure. The invoice format that is required, unless modified on a project specific basis, is as follows:

1) *Invoice Summary Sheet*: A cover page with a breakdown of the cost claimed by line item that corresponds to the line items in the cost proposal. The Summary Sheet will have the company/organization name, the project title, the start and end date for the amount being claimed for the period, the issue date for the invoice to MassDEP, the Grantees' Commonwealth Vendor Code, the MassDEP's project number, the invoice number, and the summary of costs and financial status of the project shown in the following items listed in columns, with each column having the following column headings:

- the title of the line item being claimed (i.e. Task 1 Project Management, labor),
- the approved budget for the line item;
- if the line item is to be paid on a percent complete, or other milestone basis such as a project phase, there should be a column providing the percent complete claimed, or the milestone completed;
- the amount claimed for the line item for the time period over which the claim for compensation is being made;
- the total cumulative cost for the line item for payment, including the current claim amount;
- the total remaining budget for each line item;
- a total for each column at the bottom of each column; and
- a single separate line amount labeled "Current Invoice for Payment", or "Payment Due", or other phrase to identify the exact amount being claimed for payment for the period of services. This will be the amount paid if the invoice is approved by MassDEP.

The Invoice Summary Sheet is to be provided for all claims for payment. The level of detail and breakdown can be at the task level, or lower than the task level depending on structure and complexity of the project.

At or near the bottom of the Invoice Summary Sheet, a signature line is required for a company/organization person who is authorized to approve the submittal of the invoice as accurate and true. This line must be signed, dated and the title of the signatory stated for the invoice to be paid.

2) *Detailed Cost Breakdown*: For projects that are more complex or require a finer breakdown that the single Invoice Summary Sheet can provide, a detailed cost breakdown may be necessary for MassDEP's review and approval of the invoice. Typically, these can be provided in a spreadsheet table format. The decision whether the detailed cost breakdown is required, or not, will be made on a project by project basis.

3) *Invoice Supporting Documentation*: MassDEP requires supporting documentation for certain costs that have been billed to the Grantee and are included in the claim for compensation in the invoice. Supporting documentation includes items such as copies of bills and invoices from subcontractors, laboratories, travel expenses when lodging or vehicle rental is required, police detail bills, permit fees, purchases of equipment, materials and supplies that exceed certain cost thresholds, etc. In some cases, where construction services from a subcontractor are included, MassDEP may

require daily and/or weekly labor and equipment use logs from the construction contractors. The required supporting documentation will be determined on a project specific basis by MassDEP, however, the Grantee may assume that the items cited in this clause will be required.

f. 45-Day Standard Payment Schedule: Reimbursement is generally made 45 days subsequent to the Grantee submitting an invoice that is accurate and compliant with the contract specific requirements for backup supporting documentation. Invoices that are not compliant with these requirements will be rejected and returned to the Grantee for correction, and the 45 day payment period will no longer apply.

g. Exemption from Massachusetts Sales Tax: No payments shall be made for Massachusetts sales tax as defined in M.G.L Chapter 64H, sec. 6, as applicable to the Grantee. Grantees are required to obtain and complete valid Sales Tax exemption forms for use on the project. For example, Forms ST-2 or ST-5 may be applicable depending on the nature of the Grantee.

i. Fair and Reasonable Pricing: The Applicant must agree that prices included in any and all cost proposals, cost estimates, and bills and invoices for services to be compensated by contract funds are fair and reasonable, and are of fair market value where applicable, including but not limited to prices for labor, equipment rental and leases, equipment purchases, materials and supplies, vehicle usage, and all other costs to be compensated by the funds from the contract. If the Commonwealth believes that it is not receiving fair and reasonable prices from the Grantee, and the Grantee cannot justify the prices to the MassDEP, then MassDEP reserves the right to suspend work and compensation until a satisfactory price is established.

4. <u>MassDEP Authorized Approval Authorities</u>: For this contract, the following are the titles, persons, and their approval authorities to direct and approve the Grantees' technical and financial implementation of the projects throughout the period of performance of the contract:

NRD Program Manager: Authority to approve the technical and administrative aspects of the project, including initial approval and approval of changes to technical and administrative items that do not involve impacts to project costs or impact terms and conditions of the contract. Co-authority, with the Contract Administrator, to approve budgets, changes to budgets, acceptance or rejection of invoices, approval or disapproval for payment of invoices or partial payments, negotiations regarding payments, and terms and conditions of the contract that are open to negotiation, usually on a project specific basis.

The current NRD Program Manager is: Karen Pelto, MassDEP, BWSC,Boston Office

NRD Contract Administrator: Co-approval authority, with the NRD Program Manager, to approve the budgets, cost estimating and invoicing format on a project specific basis, acceptance or rejection of invoices, payment approval or disapproval of invoices or partial payment of invoices, negotiations regarding payments, and terms and conditions of the contract that are open to negotiation, usually on a project specific basis.

The current NRD Contract Administrator is: Cathy Kiley, MassDEP, BWSC, Boston Office

Co-approval is defined, for this contract, to mean the Grantee must receive written approval from both the NRD Program Manager and Contract Administrator before the Grantee can implement the work, and incur costs eligible for compensation. Written approval, as defined for this contract, is any written documentation clearly approving the project item, including e-mails as well as letters. Failure of the Grantee to receive written approval may result in non-payment of an invoice claiming costs for the unapproved work, or resulting in a budget exceedance.

In the absence of either the NRD Program Manager or NRD Contract Administrator, approval and signature "for" authority may be delegated to other MassDEP staff, as appropriate.

5. Environmental Response Submission Compliance: In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:

- All copies should be printed double sided unless specifically requested otherwise by MassDEP;
- All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e. paper made from raw materials other than trees, such as kenaf);
- Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable;
- Applicants should submit materials in a format which allows for easy removal and recycling of paper materials;
- Applicants are encouraged to use other products which contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc.; and
- Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

6. Public Records: All responses and information submitted in response to this Grant Announcement are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

7. Restriction on the Use of the Commonwealth Seal: Applicants and Grantees are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

8. Subcontracting Policies: Concurrence of the Department is required for any subcontracted service of the contract. Grantees are responsible for the satisfactory performance and adequate oversight of its subcontractors. See also, Article 9 of the Commonwealth Terms and Conditions.

9. <u>Confidential Information</u>: The Grantee acknowledges that, in the performance of this Contract, it may acquire information that the Department deems confidential and not a public record as defined by M.G.L. chapter 4, subsection 7, including but not limited to policies, procedures, guidelines, and case information and that the unauthorized disclosure of such information would cause the Department, in the execution of its functions, irreparable damage. The Grantee shall comply with all laws and regulations relating to confidentiality and privacy, including any rules, regulations, or directions of the Department.

Security of Confidential Information: The Grantee agrees to take reasonable steps to ensure the physical security of such data under its control, including but not limited to: fire protection; protection against smoke and water damages; alarm systems; locked files, guards or other devices reasonably expected to prevent loss or unauthorized removal of manually held data; passwords, access logs, badges or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data; limited terminal access, access to input documents and output documents, and design provisions to limit use of personal data.

Flow-down the Confidentiality Provision to Subcontractors: The Grantee shall include language in agreements with each of its Subcontractors, which binds the Subcontractors to compliance with the confidentiality provisions of this Contract.

10. <u>Conflict of Interest</u>: Applicants and Grantees must assure and certify that there are no improper activities or circumstances involving conflict of interest (COI) in preparing and submitting the proposal and application and during the implementation of the work. The process requires that the Applicant or Grantee disclose any and all relationships or situations that could pose a real, potential or appearance of a COI to MassDEP, and MassDEP then determines whether or not the issue is or is not a COI, or the degree to which the issue poses or does not pose a COI.

The Applicant or Grantee must document its assurance that, to the best of the Applicant's or Grantee's knowledge, no COI exists, or that any real, potential or appearance of a COI has been disclosed to MassDEP. The Applicant or Grantee will certify this by its signatory signing the COI Guidance and Disclosure Statement Form provided in Attachment D of this Grant Announcement and submitting it with the Applicant/Grantee's signatory with the proposal.

A real, potential, or appearance of COI may include, but is not limited to, the following examples:

- An undisclosed person who will get a indirect or direct monetary benefit from the project;
- An undisclosed business relationship with the Applicant or Grantee that will get a direct or indirect monetary benefit from work under the contract;
- Purchase goods or services under the contract from a business or other entity where the members of the Applicant or Grantee have a family or other significant personal relationship with the owners or partners, or where the members of the Applicant or Grantee have part ownership or other monetary interest in the business or other entity;
- Purchase goods or services, or award subcontracts without an appropriate and fair competitive process; and
- The Grantee has an undisclosed motive for the project not consistent with the goals of the NRD

Program.

It is the responsibility of the Applicant or Grantee to immediately disclose any actual, potential or appearance of COI to the MassDEP as stated in this section. MassDEP maintains the right to make final decisions on all actual, potential or appearances of a COI.

The following subsections further detail of the requirements for identifying, disclosing and avoiding a COI:

Grantee's Affirmative Duty: By submitting a response to this Grant Announcement, and if awarded a Contract, the Applicant acknowledges its affirmative duty to identify and report to MassDEP any and all professional and/or personal relationships and situations, both currently and in the past, and including any state or federal sites that might pose an actual, potential, or appearance of a COI. The Grantee's affirmative duty under this provision includes all circumstances where the Grantee's personnel, its subcontractor's personnel, or the Grantee's organization were or are a party to receiving any personal monetary or personal gain not directly related to the goals and objectives of the project.

In all cases where the Grantee identifies an actual, potential or appearance of a conflict, the Grantee must immediately notify and disclose the potential conflict to the MassDEP NRD Program Manager and NRD Contract Administrator.

Grantee's Obligations and MassDEP's Rights Regarding Actual or Potential or Appearance of Conflicts of Interest: In the event that a Grantee's relationship with other entities or individuals creates or has the potential to create a COI, the Department reserves the right:

- To require the Grantee to take any action necessary to remove the conflict; or
- To require the Grantee to propose a plan to mitigate the conflict that will be evaluated by MassDEP; or
- If the conflict cannot be mitigated to an extent satisfactory to the MassDEP, to terminate the Grantee's involvement with the particular project, or terminate the Contract.

Applicant's Written Disclosures and Grantee's Continued Diligence: As previously described in this section, the Grantee must disclose in writing any professional or personal relationships or situations which may be perceived to be a COI including any actual, potential or appearance of a COI as discussed.

After award of a contract, the Grantee is responsible for continued diligence in identifying and disclosing any actual, potential or appearances of a COI that may arise or become known during implementation of the project. As stated in the "Grantee's Affirmative Duty" above, the Grantee has a duty to immediately report any actual, potential or appearance of a conflict of interest during the implementation of the project. The written disclosure must, at a minimum:

- describe the condition where an actual, potential or an appearance of a COI exists;
- describe the time-frame over which this condition existed;

- if the Grantee has just become knowledgeable of a pre-existing actual, potential or appearance of a COI, then describe how and when the Grantee became knowledgeable of the condition;
- describe whether or not the condition still exists, and, if so, to what extent; and
- where applicable, provide a mitigation plan to eliminate the COI with the project.

Flow-down the Conflict of Interest Provisions to Subcontractors: The Grantee shall include language in agreements with each of its Subcontractors, which binds the Subcontractors to compliance with the confidentiality provisions of this Contract.

Relations with State Employees: All matters pertaining to the performance of work under this Contract shall be conducted by the Grantee and its employees, agents, subcontractors, and representatives at arm's length, and both the Grantee and its subcontractors are prohibited from paying or giving any fees, commission, compensation, gift, gratuity, or consideration of any amount or kind, directly or indirectly, to any state employee, agent or officer in violation of M.G.L. c. 268A during the term of this Contract. Any engagement in these prohibited activities by the Grantee and/or its employees, agents, subcontractors, or representatives shall be grounds for termination of the Contract regardless of whether such activity constitutes a violation of any applicable criminal or other statute.

Grantees understand and agree that certain Grantee and/or subcontractor personnel providing services under this Contract may or will become special state employees subject to the provisions of M.G.L. c. 268A.

Failure to Comply with the COI Provisions: Grantees are advised that failure to comply with the provisions of this conflict of interest section, or failure to comply with any other conflict of interest requirements of this Contract, shall result in the Department's implementation of sanctions, including, but not limited to, the following:

- Immediate suspension of the project issued pursuant to this Contract;
- Disqualification from future projects for a period of time to be determined by the Department;
- Termination of this Contract in accordance with the Contract provisions; and/or
- Disqualification (debarment) from future Departmental procurement.

11. <u>Fraud, Waste, and Abuse, and False Statements</u>: Applicants and Grantees that commit fraud, waste, and/or abuse or supply MassDEP or its representatives false statements shall result in the applicant being disqualified from Grant eligibility, and Grantees being suspended or terminated from the project. Misstatements meant to mislead MassDEP or its representatives, and other elements of fraud, waste or abuse of funds may also result in debarment of the Grantee from future Departmental projects, and potential legal action depending on the nature of the violation of this section.

12. <u>Performance, Progress Reporting, and Funding Reference for Printed and Internet Posted Materials</u>: The Grantees will be required to demonstrate satisfactory performance under this contract through periodic review by the MassDEP NRD Program. Projects will have progress reports, with the timing and number to be determined by the MassDEP NRD Program on a case-by-case basis, and a final project completion report. Reporting requirements will include a narrative of the project progress and

accomplishments, photographs, monitoring data and analysis, and additional site- and project- specific information, as necessary and appropriate. All projects will have a final project completion report. All projects and descriptions, in print and on the Internet, must contain the following statement: "This project was funded by the Massachusetts Executive Office of Energy and Environmental Affairs Natural Resource Damages Trust as administered by MassDEP".

ATTACHMENT D

Conflict of Interest Guidance and Disclosure Statement Form

NRD Assessment and Restoration Program
Upper Mystic River Restoration
Solicitation/Contract No.: BWSC–NRD-2015-02

Applicant/Grantee Name: _____

I, _____, as the authorized representative and a signatory for the Applicant/Grantee, hereby affirm that, to the best of the Applicant's/Grantees' knowledge and belief, the Applicant/Grantee warrants that there are no relevant facts or circumstances which could give rise to an actual, potential, or an appearance of a conflict of interest for this project as defined in the Grant Announcement and its Attachments, or that the Applicant/Grantee has disclosed, in writing, all such relevant information to the MassDEP NRD Program Manager and Contract Administrator.

The Applicant/Grantee agrees that if an actual, apparent or potential conflict of interest is discovered at any time after award, whether before or during performance, the Applicant/Grantee will immediately make a full disclosure in writing to the MassDEP NRD Program Manager and Contract Administrator. This disclosure shall include a description of actions which the Contractor has taken or proposes to take to avoid, mitigate, or minimize the actual, potential or appearance of a conflict of interest.

The Applicant/Grantee agrees that the conflict of interest terms and conditions defined in the Grant Award Contract will also apply to any and all subcontractors and/or consultants that may be selected and used on this Contract. Further, the Applicant/Grantee agrees that a COI Statement will be submitted, or a disclosure will be made, when and if new subcontractors, new consultants or new members are added to the key personnel for this contract.

Signed: _____ Date: _____

Printed or Typed Name of Signatory: _____

Title of Signatory: _____

Applicant/Grantee Name: _____