

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION

100 CAMBRIDGE STREET
BOSTON, MASSACHUSETTS 02114



**Marine Oil Spill Prevention & Response
Grant Announcement and Application**

**Agency Doc. No. BWSC-MOSPRA-2026-01
COMMBUYS Bid#: BD-26-1045-BWSC0-BWSC1-XXXXXXX**

April 2, 2026

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2. Grant Summary:

A. Overview and Goals of Grant: In 2003, the Tank Barge Bouchard No. 120 grounded at the entrance to Buzzards Bay, releasing approximately 98,000 gallons of No. 6 fuel oil and causing massive contamination to the Bay and its wildlife. In response to that grounding and subsequent oil spill, the Massachusetts Legislature enacted Chapter 251, Acts of 2004, *An Act Relative to Oil Spill Prevention and Response in Buzzards Bay and Other Harbors and Bays of the Commonwealth* (also known as the Massachusetts Oil Spill Prevention and Response Act or MOSPRA or simply the Oil Spill Act), on August 4, 2004.

The purpose of the Oil Spill Act was to strengthen several statutes that govern Massachusetts' ability to prevent and respond to oil spills in the coastal waters of the Commonwealth. The Legislature's passage of M.G.L. Chapter 21M contains most of the provisions related to implementation of MOSPRA, including provisions for establishing the MOSPRA Trust Fund (the Trust Fund), financed by a 5-cent/barrel fee on petroleum products delivered to marine terminals in the state.

As specified by the requirements of MOSPRA, the Massachusetts Department of Environmental Protection's (MassDEP or the Department) Marine Oil Spill Prevention and Response Program has used proceeds from the Trust Fund to ensure that the Massachusetts coastline is protected from oil spills through spill prevention and response efforts, through programs that have included:

- (a) The development of site-specific spill response plans (Geographic Response Plans/Strategies) for sensitive coastal areas throughout Massachusetts;
- (b) The procurement and maintenance of spill response equipment for local, regional, and/or state responders;
- (c) The development and implementation of spill response drills and exercises;
- (d) The development of spill prevention/response studies and risk analysis efforts; and
- (e) The provision of aids to navigation to enhance vessel safety.

B. Grant Applications - Location of Projects: MassDEP is seeking grant applications for projects that continue to enhance the protection of the Massachusetts coastline in accordance with the requirements of the Oil Spill Act. Applicants must demonstrate that their project has a clear benefit to the coastal/marine waters of Massachusetts in preventing or responding to an oil spill. MassDEP is committed to advancing Disadvantaged Communities through its public investments. To that end, preference will be given to projects that provide direct benefit to Disadvantaged Communities.

C. Grant Announcement Calendar and Grant Application Deadline:

PROCUREMENT EVENT	DATE
Grant Announcement Posted (on COMMBUYS and MassDEP website)	April 24, 2026
Public Informational Meeting (Virtual via TEAMS) Link to Microsoft Teams Meeting Appointment: https://teams.microsoft.com/meet/21539140332981?p=r2vDj0IIGO4CQyk52e Meeting ID: 215 391 403 329 81 Passcode: i8xa6c6t	May 6, 2026; 11a.m.-12 p.m.
Deadline for submission of written questions to MassDEP Grant Contact person (see Section 2D)	May 15, 2026; 4:00 p.m.
Official answers posted on MassDEP website	May 29, 2026; 4:00 p.m.
Grant Application due date	Jun 19, 2026; at 4:00 p.m.
Announcement of awards (Posted on COMMBUYS and on MassDEP Website)	August 5, 2026 (estimated)
Contract Start Date	September 1, 2026 (estimated)

D. MassDEP Grant Contact Information:

James Collins
 Massachusetts Department of Environmental Protection
 Bureau of Waste Site Cleanup
 100 Cambridge Street, 9th Floor
 Boston, MA 02114
 (857) 274-0617
James.collins2@mass.gov

3. Eligibility

A. Eligible Applicants: Applications for this Grant will be accepted from any Massachusetts public entity, such as a unit of state or local government, and also including a county, municipality, local public authority, school district, college, university, academy, special district, district commission, regional government, and state authorities as defined in M.G.L. c. 29, § 1; and any Massachusetts-based non-public entities, including organizational structures such as individuals, partnerships, and corporations (private, non-profit, quasi-public, or corporate body politic) seeking to perform an eligible project to further advance the public goals of the Oil Spill Act as described in this Grant Announcement.

Organizations that are based outside the eligible geographic focus area as described in Section 3B below are eligible to apply so long as the proposed 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/application for distinct projects in response to this RFR.

MBTA Communities Act Compliance: The receipt of grant funds is contingent upon the grantee being able to certify that it will comply with the Massachusetts General Laws, including G.L. c. 40A, § 3A, the MBTA Communities Act (if applicable). Compliance with the MBTA Communities Act is determined by the Executive Office of Housing and Livable Communities.

Grant funding: Grants will be on a reimbursement basis, upon receipt of documentation indicating completion of tasks/deliverables, purchase of equipment/supplies and/or other demonstrated progress that is consistent with the Applicant's grant proposal. In its discretion, MassDEP will consider the cost sharing of grant funds, particularly in cases where the use of the equipment, etc. will only be partially dedicated to goals and mission of the Oil Spill Act. In such cases, however, the applicant must demonstrate to MassDEP that the allocation of the funding is in accordance with the goals/mission of the Oil Spill Act.

B. Eligible Geographic Focus Area: For the purpose of this Grant Announcement, projects must be located in Massachusetts coastal communities and/or demonstrate a clear link to Massachusetts coastal and/or marine waters protection and oil spill prevention.

C. Disadvantaged Communities: MassDEP is committed to advancing Disadvantaged Communities through its public investments. This Grant Opportunity includes criteria and evaluation parameters that

benefit Disadvantaged Communities, and preference will be given to projects that provide direct benefit to Disadvantaged Communities. Information on how communities are classified as Disadvantaged Communities and which communities they are can be found at [The Disadvantaged Community Loan Forgiveness Program | Mass.gov](#)

D. Eligible Projects/Scope of Work: Proposed projects must demonstrate a strong connection to the goals of the Oil Spill Act and marine oil spill prevention and response preparedness for the coast of Massachusetts.

MassDEP anticipates that there may be a wide variety of proposed projects. Examples of eligible projects include (but are not limited to) the following:

- preparedness training;
- spill prevention systems and/or equipment;
- identification and mitigation of oil spill risks;
- vessel navigational safety improvements;
- sensitive area data management and mapping;
- geographic response plans;
- research & development projects;
- wildlife rehabilitation training;
- spill detection equipment; and
- research & improvements on climate change resiliency in oil marine transportation and/or storage.

NOTE: During this grant cycle, MassDEP will not be funding response equipment (such as response trailers or deployment equipment such as boats, boom/other spill containment supplies, etc.). If there is a specific need for response equipment (such as trailers, booms, spill containment supplies) interested parties may contact MassDEP (you may contact MOSPRA grant contacts listed in Section 2D) and request that MassDEP consider purchasing this equipment, which would be considered and potentially purchased outside of the MOSPRA Grant program.

With respect to the presentation of eligible projects, Applicants must:

- Demonstrate that projects, equipment, research, and/or training advance the goals of the Oil Spill Act (i.e. enhanced oil spill prevention and response);
- Demonstrate that any equipment is sustainable, (i.e., that the equipment will be supported and maintained);
- Demonstrate that any training is applicable to the mission of the Oil Spill Act and consistent with the goals/mission of the organization, and;
- Demonstrate that projects have direct implications and benefits for Massachusetts coastal areas/waters.

Eligible projects must not 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 any local, state and/or federal enforcement actions.

E. Selection Criteria/ Evaluation Process

Detailed guidance for preparing the application to address the eligibility and evaluation criteria is provided in Attachment A (Detailed Application Requirements). The evaluation process will be conducted under the MassDEP Grant Review Team (GRT) that consists of various MassDEP 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:

- a. Connection to MOSPRA goals: The project will clearly advance the mission and goals of the Marine Oil Spill Prevention and Response Act of spill prevention and response.
- b. Sustainability: The application demonstrates that project is sustainable (i.e., if equipment is requested, the applicant has the ability to maintain and operate the equipment).
- c. Reasonable Cost: Project costs are commensurate with the benefits provided.
- d. Administrative and Management Capability: The Project will be managed and administered by an organization that has demonstrated capability to successfully implement and complete similar projects.
- e. Soundness of Approach: The 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.
- f. Timeline: All Projects will ideally be completed within one (1) year, although MassDEP may extend this timeline, if necessary, based upon fact-specific circumstances.
- g. Level of funding and resources needed for project implementation: If a Project includes matching funds and in-kind services, (which are optional for this Grant program), the applicant demonstrates that these resources, in addition to the funding requested, are adequate to complete the work proposed.
- h. Disadvantaged Community Status: MassDEP will prioritize projects that are located in, or directly benefit, Disadvantaged Communities. Information on Disadvantaged Communities can be found at [The Disadvantaged Community Loan Forgiveness Program | Mass.gov](https://www.mass.gov/info-details/the-disadvantaged-community-loan-forgiveness-program).

Each application will be scored using a matrix incorporating the above scoring criteria.

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 Massachusetts Oil Spill Prevention and Response Act (MOSPRA) Program Manager and Contract Administrator are assigned to BWSC.

COMMBUYS: The Commonwealth’s on-line procurement system, COMMBUYS, 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 MassDEP 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 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 of the *Commonwealth Standard Contract Form* by signatories for the Commonwealth and the Grantee, which also incorporates by reference the *Commonwealth Terms and Conditions*. 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.

MOSPRA: Marine Oil Spill Prevention and Response Act, M.G.L. Chapter 21M, and MassDEP’s program responsible for implementing M.G.L. Chapter 21M.

Massachusetts Department of Environmental Protection (MassDEP): MassDEP is an Executive Department in the Commonwealth responsible for ensuring clean air, land and water. M.G.L. chapter 21M, section 8 authorizes the Commissioner of MassDEP to expend funds for the MOSPRA program in accordance with certain criteria.

5. Procurement and Grant Contract Information

A. Procurement for Grant Contracts: Solicitations and procurements are governed by specific Commonwealth statutes and regulations. 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. The provisions of MGL c. 7A, § 7 and St. 1986 c. 206, § 17, also apply.

B. Total Anticipated Duration of Grant Contract(s): The base period of the grant contract is one year from the date of Contract execution. Renewal or extension of the contract is at the sole discretion of MassDEP, and will be based upon review of both project and fact-specific circumstances. Any such extension or renewal shall be limited to no more than 24 months. No agreements for services may be executed after the grant contract has expired.

C. Funding Availability, Budgeting Guidelines & Allowable Expenditures: The total anticipated expenditure for projects awarded through this Grant Announcement is \$1,000,000. MassDEP anticipates that most individual grant awards will be under \$100,000. However, in its discretion, MassDEP will consider eligible grant applications for awards exceeding \$100,000, based upon the GRT's review and evaluation of the proposal's strength in advancing the goals of MOSPRA. Grant contracts will have a maximum obligation amount, and a fixed contract period. While it is anticipated that total grant expenditures for the MOSPRA program will be \$1,000,000, MassDEP is under no obligation to disburse a specific sum of funding and reserves the right not to award the total amount currently available through this program. There is no guarantee that monies will be awarded, and all grant contracts shall be subject to available funding.

Payments for each grant award will be on a reimbursement-basis only, based upon receipt of supporting documentation. MassDEP will only reimburse costs and expenses that relate directly to the proposed project and that will be incurred if the project is implemented. 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 have matching funds or in-kind commitments for projects that might include additional benefits beyond marine oil spill prevention and/or response. MassDEP expects applicants to include matching funds for certain equipment or projects that have marine oil spill prevention and response as only a partial benefit. Applicants should explain in their application the anticipated benefit to be achieved through the award of a MOSPRA grant and discuss how they determined the amount of the grant request versus the amount of the matching funds.

E. Grant Contract Award: Funding for projects selected under this Grant Announcement will be through a grant contract issued and administered by MassDEP's MOSPRA Program. MassDEP may fund multiple awards to multiple organizations within the limits of the available funding. Please note that MassDEP does not guarantee that any contracts may result from this Grant Announcement or that any particular funding level will be awarded. It is anticipated that, in most circumstances, projects will commence immediately upon the full execution of the grant contract.

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 have signed the Commonwealth's Standard Contract form (which incorporates by reference the Commonwealth's Terms and Conditions), and the Grantee has executed the Conflict-of-Interest Guidance and Disclosure Statement Form (Attachment D), and any other required grant contract paperwork.

F. Applicant Communication with MassDEP and the Commonwealth: Applicants are prohibited from communicating directly with any employee of MassDEP 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 designated MassDEP contact person for this Grant Announcement, in the event this Grant Announcement is incomplete, or the applicant is having difficulties submitting the application or 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 MassDEP's 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 and COMMBUYS for any addenda or modifications to the Grant Announcement to which they intend to respond. The Commonwealth of Massachusetts and MassDEP 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.

I. Prohibition of Changes to the Grant Announcement/Application: Applicants may not alter the Grant Announcement language or any Grant Announcement component files.

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 subcontractors, 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, in its discretion.

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, or submission of the application by an alternative method, must communicate such requests in writing to the MassDEP contact person listed in Section 2D above. Requests for accommodation will be addressed on a case-by-case basis. See also Section 6 below.

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. 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 MOSPRA Program.

6. Instructions for Submitting an Application

A. Application Transmittal Instructions:

The Application, including all required and completed documents, must be delivered via email to MassDEP no later than the date and time listed in Section 2C of this Grant Announcement: **4:00 pm EST on June 19, 2026. Applications received after that date and time will not be accepted.** Refer to Attachment A (Detailed Application Requirements) of this Grant Announcement for specific requirements.

Applications must be submitted to James Collins via email.

If submission of the application electronically via email presents a hardship to an applicant, the applicant must contact James Collins by email and state the nature of the hardship, and the proposed alternative method of submittal. All hardship requests must be submitted no later than **May 14, 2026**, so that MassDEP may work with the applicant to determine the best alternative method to apply due to the hardship.

Components of a complete application package are specified in Attachment A (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 Standard Contract Form that incorporates by reference the Commonwealth Terms and Conditions: The general terms and conditions for this contract are set forth in the two standard Commonwealth documents:

- Commonwealth of Massachusetts Standard Contract Form, which incorporates by reference the Commonwealth Terms and Conditions.

The most recent, applicable version of these forms is available on the Massachusetts state website at the following web address: <https://www.macontroller.org/forms>

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.

In addition to meeting the requirements of this Grant Announcement, the Grantee's authorized signatory must sign and submit the "Commonwealth's 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 constitute grounds for invalidating the Grant award.

Once successful applicants are notified of MOSPRA Grant award, Grantees will need to sign the Commonwealth's Standard Contract Form (which incorporates by reference the Commonwealth Terms and Conditions), the Request for Taxpayer Identification Number & Certification (Mass. Substitute W-9), or Certification of Tax Compliance (for non-public entities), and the Contractor Authorized Signatory Listing Form. Grantees will also need to submit an Electronic Fund Transfer (EFT) Form, if not already completed.

These forms are available on the Office of the Comptroller website:
<https://www.macomptroller.org/forms>.

8. List of Attachments:

Attachment A: Detailed Application Requirements

Attachment B: Application

Attachment C: Supplemental Terms and Conditions

Attachment D: Conflict of Interest Guidance and Disclosure Statement Form

ATTACHMENT A

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 (U.S. dollars).

B. Required Content for the Application: The Application structure is designed to: 1) provide GRT evaluators with the project information to ensure consistency with the goals of the MOSPRA Program; 2) provide MassDEP assurance that the Applicant's organization can successfully manage and implement the project; and 3) provide the Commonwealth with the required documents and signatures necessary for MassDEP to enter into a Grant Contract with the Applicant, which must be fully executed 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 same level of detail nor need 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 for the MOSPRA Program, and the GRT's review and evaluation of the grant proposals will be based upon the Applicant's responsiveness to the Application requirements. In addition, extraneous materials that have not been requested in this Grant Announcement will be removed prior to the MOSPRA GRT receiving their copies. Grant applications must comply with the proposal submittal requirements that are specified in this Grant Announcement and provide clear, concise and well written narratives that will enable the MOSPRA GRT to fairly evaluate the proposed 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	
Section 1	Application Form (provided as Attachment B)
Section 2	Conflict of Interest Guidance and Disclosure Statement Form (provided as Attachment D)
The following documents must be submitted within 10 days of a notification of award (<i>no award will be final or official until the following documents are received by MassDEP</i>):	
Section 3*	Signed (electronic signature is acceptable) "Commonwealth of Massachusetts-Standard Contract Form" signed by the applicant's authorized signatory. This Form incorporates by reference the "Commonwealth Terms and Conditions."
Section 4*	Request for Taxpayer Identification Number & Certification (Mass. Substitute W-9), or Certification of Tax Compliance (for Non-Public entities)
Section 5*	Contractor's Authorized Signatory Listing (CASL)
Section 6*	Electronic Fund Transfer (EFT) Form.
* 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	

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

Section 1. Application

Applicants are required to complete Attachment B and include the information as Section 1 of the Proposal.

➤ **Part 1 Contact Information**

Provide the requested information.

➤ **Part 2 Abstract**

Provide a concise description of the proposed project and its connection to marine oil spill prevention and response preparedness for the coast of Massachusetts.

➤ **Part 3 Project Information**

Provide information on the nature of the project.

➤ **Part 4 Community Information**

Provide information on the project's location and benefits to the community.

➤ **Part 5 Project Details**

i. Description

Applicants should provide a detailed description of the proposed project and explain the connection to marine oil spill prevention and/or response. Applicants should also describe how the project fits in with their organization's goals and mission. The detail and length of this narrative will vary depending on the complexity of the proposed project.

ii. Project Approach & Management

Applicants should describe:

- Management approach- who will serve as project manager and how will project be managed? What is the experience of the project manager/project team? What are the expected roles of the project team and, if applicable, partners and subcontractors? How will the project be implemented? (Applicants are encouraged to submit resumes for key personnel for complex projects. Resumes will not be counted towards the 7-page limit.)
- Sustainability- if equipment is proposed, how will it be maintained & where will it be stored? If training or other activity is proposed, how does this fit into overall plan of organization? How will information be made available to stakeholders?
- Project Tasks- Depending on the size and complexity of the project, applicants may choose to divide the project into major tasks that have logical, clearly defined work categories with milestones, endpoints, and a discrete task level cost estimate. The number of tasks to be used for the project should be scaled to the size and complexity of the project.
- Permits and/or agreements- Identify any planning, design or permitting activities that must be completed prior to project implementation and provide a proposed timeline for these activities (if feasible).

iii. Costs

The goal of this part of the application is to make it clear to the reviewers how the grant money will be spent. Applicants should fill out the sections regarding costs. Please label project tasks and edit/customize the table for maximum clarity. Tasks should correspond to those identified in Project Management & Approach subsection ii above.

The cost narrative section should be used to:

- Further explain the costs included in the cost table.
- Explain the source of the cost estimates.
- Identify who is doing the work and what equipment is being used/purchased.
- Detail the description of sub-contractor costs (if applicable).
- Provide quotes from various vendors (where possible).
- Explain how any cost sharing or in-kind contributions were determined relative to the benefits to be achieved beyond the marine oil spill prevention and response goals of this Program. For example, if an applicant is requesting funds for a piece of equipment that will only partly be used towards MOSPRA goals, the applicant should describe how the grant funding and the cost sharing/in-kind contributions will be allocated for the equipment purchase and any related implementation and operation needs.

iv. Project Timeline

Timeline- what is the expected timeline for project? Provide project milestones and expected completion timeline for tasks.

v. Project Partners/Subcontractors (if applicable)

Applicants must provide the name(s) of the organization(s) and/or firm(s) which will play a role in connection with the proposed project.

Section 2: Conflict of Interest Guidance and Disclosure Statement

All Applicants must review, understand and certify that, to the best of their knowledge, 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) and submit the COI form with the application.

The following documents (Sections 3-6) must be submitted to MassDEP (via email to James Collins) within 10 days of notification of grant award. A grant contract cannot be finalized until these documents are submitted.

Section 3: Commonwealth of Massachusetts Standard Contract Form; which incorporates by reference the 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. MassDEP will counter-sign the Applicant's signed copy and return to the Applicant to authorize the award. The execution of the Standard Contract Form incorporates by reference the Commonwealth's Terms and Conditions, which does not need to be executed separately by the Applicant.

The most recent, applicable version of these two forms are available on the Massachusetts state website at the following web address: <http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/osd/osd-forms.html>

Sections 4 through 6: Commonwealth's Required Submittals

Sections 4 through 6, as listed in Subsection B of this Attachment, are forms that are required by the Commonwealth within 10 days after notice of award. 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/anf/budget-taxes-and-procurement/oversight-agencies/osd/osd-forms.html>.

C. Submitting the Application

An applicant's response must include a completed Application (Attachment B) with any pertinent associated documentation and a completed Conflict of Interest Guidance and Disclosure Statement Form (Attachment D).

ATTACHMENT B
Grant Application

(The Grant Application is included as a separate document so it can be filled out and submitted more easily.)

ATTACHMENT C Supplemental Terms and Conditions

MOSPRA Grant

Solicitation/Contract No.: BD-26-1045-BWSC0-BWSC1-xxxx/BWSC-MOSPRA-2026-01

In addition to the Commonwealth Standard Contract Form, and 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. 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 and MassDEP 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 MOSPRA 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 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.

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 instructions for submitting EFT Form is: <https://www.mass.gov/how-to/tips-for-completing-the-electronic-funds-transfer-eft-form>

If the Grantee is already enrolled in the program, it may so indicate in its Application 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.

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.

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 than 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 detailed costs 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, police detail bills, permit fees, purchases of equipment, materials and supplies, 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 grant 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 MassDEP believes that it is not receiving fair and reasonable prices from the Grantee, and the Grantee cannot justify the prices to MassDEP, then MassDEP reserves the right to suspend work and compensation until a satisfactory price is established.

4. MassDEP Authorized Approval Authorities: 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:

MOSPRA 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 MOSPRA Program Manager is:

Julie Hutcheson
MassDEP, Bureau of Waste Site Cleanup
100 Cambridge Street, Suite 900
Boston, MA 02114
Julie.Hutcheson@mass.gov

MOSPRA Grant Contract Administrator: Co-approval authority, with the MOSPRA 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, negotiation regarding payments, and terms and conditions of the contract that are open to negotiation, usually on a project specific basis.

The current MOSPRA Grant Administrator is:

James Collins
MassDEP, Bureau of Waste Site Cleanup
100 Cambridge Street, Suite 900
Boston, MA 02114
James.collins2@mass.gov

Co-approval is defined, for this contract, to mean the Grantee must receive written approval from both the MOSPRA Program Manager and MOSPRA 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 MOSPRA Program Manager or MOSPRA Contract Administrator, approval and signature "for" authority may be delegated to other MassDEP staff, as appropriate.

5. 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.

6. 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.

7. 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 Article 9 of the Commonwealth Terms and Conditions.

8. Confidential Information: 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.

9. Conflict of Interest: Applicants and Grantees must ensure 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 an 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 of 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 of goods or services, or award of subcontracts without an appropriate and fair competitive process.
- The Grantee has an undisclosed motive for the project not consistent with the goals of the MOSPRA 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 MOSPRA Program Manager and MOSPRA 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 Conflict of Interest 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.

10. Fraud, Waste, and Abuse, and False Statements: 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.

11. Performance, Progress Reporting, and Funding Reference for Printed and Internet Posted

Materials: The Grantees will be required to demonstrate satisfactory performance under this contract through periodic review by the MassDEP MOSPRA Program. Projects will have progress reports, with the timing and number to be determined by the MassDEP MOSPRA 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 Department of Environmental Protection Massachusetts Oil Spill Prevention and Response Act Trust as administered by MassDEP”.

ATTACHMENT D

Conflict of Interest Guidance and Disclosure Statement Form

MOSPRA Grant Program

Solicitation/Contract No.: BD-26-1045-BWSC0-BWSC1-xxxx/BWSC-MOSPRA-2026-01

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 MOSPRA 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 MOSPRA 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: _____