

**REQUEST FOR RESPONSES (RFR)**  
Massachusetts Division of Ecological Restoration  
Department of Fish and Game  
Cranberry Bogs and Coastal Wetlands Restoration Grant Program

**RFR ID: DER 2025-01**

**Dated:**           **May 05, 2024 – PRE-RFR**  
                      **August 26, 2024 – FINAL RFR**

**PURCHASING DEPARTMENT: Department of Fish and Game**

**TYPE OF PROCUREMENT: Grant**

**1. GRANT OPPORTUNITY SUMMARY:**

**1.1 PROPOSALS SOUGHT:**

The Division of Ecological Restoration (DER), Massachusetts Department of Fish and Game, seeks proposals to advance the early phase feasibility, project planning, preliminary design, and construction of retired Cranberry Bog and Coastal Wetland Restoration Projects, to support public and private entities engaged in restoration efforts to remove stressors that impair the function and resiliency of wetland and stream habitats.

This is a single Request For Responses (RFR) developed to grant funds to two Restoration Project Categories:

- 1) **Cranberry Bog Restoration**
- 2) **Coastal Wetland Restoration Projects.**

For each Restoration Project Category, there are two possible Funding Types:

- 1) **Planning & Design**
- 2) **\*Construction.**

\*For the Construction Funding Type, proposed projects must be an existing **DER Priority Project** (see Section 1.4F).

**1.2 OVERVIEW AND GOALS:**

DER's mission is to restore and protect the Commonwealth's rivers, wetlands, and watersheds for the benefit of people and the environment. Through the Cranberry Bogs and Coastal Wetlands Restoration Grant Program, DER will select projects and award grant funds that support advancing this work. This grant opportunity allows DER to review and select proactive and voluntary ecological restoration projects that present significant benefits to the Commonwealth. Selections are based on consideration of the proposed project's Ecological Value, Community Benefits, including Environmental Justice, and Applicant & Project Team Capacity.

The overall goal of this RFR is to advance the restoration of retired Cranberry Bogs and Coastal Wetlands. This will be accomplished by awarding grants for **Planning & Design** to advance early phase feasibility, project planning, and preliminary design; and **Construction** to advance final restoration design plans (i.e., construction ready design plan) and construction (i.e., physical ecological restoration activities) of both retired Cranberry Bog and Coastal Wetland Restoration Projects to support public and private entities (see Section 1.3) engaged in restoration efforts to remove stressors that impair the function and resiliency of wetland and stream habitats (see Section 1.4 D & E).

DER may also provide funding and administrative and technical services limited to:

- **Administrative Services:** Management of drafting, finalizing grant contracts and grant compliance, review, and payment of reimbursements to subrecipients.
- **Technical Assistance:** Review of Subrecipient draft and final contracts for consultant services, review of deliverables. Note: Award of funds by DER does not grant technical assistance in the form of project management by DER, and there is no guarantee of future assistance from DER.

### 1.3 ELIGIBLE APPLICANTS:

Eligible Applicants for both **Planning & Design** and **Construction Funding Types** may be any State, Regional, or Municipal agency, Non-Governmental organization, or public or private entity that either owns or has the authority to represent the owner of the proposed restoration project (see Application and Landowner Agreement Forms) that demonstrates in the Application the ability to successfully complete the proposed project and adhere to all compliance and reporting (see Section 3.2 below). Federal agencies will not be considered as eligible applicants for this funding opportunity at this time. Note: non-Federal Applicants may apply for grants to conduct work on Federal lands.

In the Application, Applicants must designate a **Project Lead** (which may be the Applicant) for the project throughout the duration of the grant period. The Project Lead is a person that will be the authorized representative of the Applicant and restoration project Landowners, if the Applicant is not the landowner(s). The Project Lead is responsible for communicating directly with DER about the restoration project, site specifics, landowner(s) coordination, and the Applicant's project goals, progress, and needs.

### 1.4 ELIGIBLE PROJECTS:

The focus of this grant opportunity is to support aquatic ecological restoration projects by targeting the investigation (Planning & Design Funding Type) and removal (Construction Funding Type) of stressors that impair the function and resiliency of wetland and stream habitats. Only projects targeting restoration of the two designated Restoration Project Types, i.e., retired Cranberry Bog and Coastal Wetland Restoration Projects, within the boundaries of the Commonwealth are eligible.

For the Planning & Design Funding Type, the proposed project does not require Priority Project Status under DER's Priority Projects Program. Planning & Design funding is for new projects or

projects that are in the preliminary phase of development, prior to permitting. Note that a successful award of Planning & Design Funding Type grants does not constitute future designation as a DER Priority Project.

For the Construction Funding Type, the proposed project must be an existing **Priority Project** in DER's Priority Projects Program (see Section 1.4 F). Proposed Construction work tasks (See Budget Form in the Ch 268 Budget Schedule Form Workbook) must be consistent with the Priority Project's existing Cooperative Agreement; expansion of the scope of the Priority Project will not be funded.

Eligible restoration projects must be either a retired cranberry bog or coastal wetland, where the following definitions apply:

- A. **Cranberry Bogs:** For the purpose of this Grant RFR, Cranberry Bogs are any retired or abandoned, human-built, cranberry farmland that is no longer in and will not return to agricultural production.
- B. **Coastal Wetlands:** For the purpose of this Grant RFR, Coastal Wetlands are any bank, marsh, swamp, meadow, flat or other lowland subject to tidal action or coastal storm flowage. While coastal wetlands are predominantly tidally influenced by saltwater, they may include tidal brackish and freshwater habitats.
- C. **Restoration:** Ecological restoration is the process of assisting the recovery of an ecosystem that has been degraded, damaged, or destroyed. Restoration activities must be located within cranberry bogs or coastal wetlands of the Commonwealth of Massachusetts, as defined above (see Sections 1.4 A & B), and may include but are not limited to:
  - a) Cranberry Bog Restoration:
    - i) Remove small dams, dikes, and other in-stream barriers;
    - ii) Remove agricultural fill (fully or partially);
    - iii) Manage former farm and bog surfaces to alter microtopography and improve habitat;
    - iv) Reconstruct stream channels and floodplains;
    - v) Add large wood or boulders to create habitat;
    - vi) Manage agricultural ditches and use other techniques to repair wetland hydrology;
    - vii) Remove tidal restrictions and restore tidal hydrology (if in a coastal setting);
    - viii) Encourage rapid recolonization by native wetland vegetation;
    - ix) Smooth perimeter transitions between wetlands and uplands to facilitate wildlife movement; and
    - x) Water control structure removal.
  - b) Coastal Wetland Restoration:
    - i) Removing tidal restrictions and restoring tidal hydrology to coastal wetlands;
    - ii) Fill removal / re-grading of coastal wetland surfaces;
    - iii) Removal of anthropogenic barriers to marsh migration;
    - iv) Removal of tide gates;
    - v) Replacement of tide gates to improve operations for ecological gains;

- vi) Restoration of bordering habitats to facilitate future marsh migration;
- vii) Planting to supplement natural native revegetation of restored areas if needed;
- viii) Coastal wetland floodplain reconnection and enhancement may be considered but must be demonstrated to be relevant to future marsh migration corridors.
- c) Ineligible Restoration Activities:
  - i) Low Impact Development (LID) and stand-alone stormwater management projects.
  - ii) Installation of new, previously non-existent tide gates; installation of new replacement tide gates to improve operations for ecological gains may be considered.
  - iii) Standalone marsh platform elevation management through the use of Thin Layer Deposition or Thin Layer Placement.
  - iv) Standalone single or multiple freshwater road-stream crossing replacements that have no existing or future connection to tidal conditions.
  - v) Partial dam removal.
  - vi) Repair of technical fishways.
  - vii) Creation of new technical fishways.
  - viii) Standalone bank repair and stabilization unless part of approved final restoration design plans.
  - ix) Pond dredging.
  - x) Removal of dams made by beaver or other natural forces.
  - xi) Projects or portions of projects mandated to comply with regulatory mitigation (see Section 1.5).

#### **D. Planning & Design:**

For the Planning & Design Funding Type, Applicants may seek funds to advance Planning & Design (as defined in a & b below) of cranberry bog or coastal wetland restoration project types for the following activities:

- a) Conduct early feasibility investigations (e.g., including but not limited to wetland delineation, resource area mapping, ground and aerial surveys, soil and water resources sampling and other data collect and synthesis, modeling etc.) that support the development and planning of restoration projects to:
  - i) Determine overall project breadth and scope,
  - ii) Identify project opportunities, challenges, and areas for future investigation,
  - iii) Position the project to advance through project planning and early design phases by providing a solid design basis; and
- b) Develop design plans, with qualified consultants and engineers, to support decision making, outreach, and pre-application regulatory and permitting discussions. Development of permitting applications will not be funded. Funding is available for the establishment of Conceptual and Preliminary (i.e., up to 50% of Final) Restoration Design Plans.

- E. **Construction:** Applicants seeking funding for **Construction** (as defined in a-d below) of either cranberry bog or coastal wetland restoration project types must be existing **DER**

**Priority Projects** (see Definition F below). For proposed Cranberry Bog Construction Funding Type Applicants ONLY, proof that lands/properties are protected prior to construction implementation (as described in Section 1.4 E c&d below) is required. If proof of land protection is not on file with DER via ongoing Priority Project activities, proof of land protection must be submitted with the Landowner Agreement Form that is required with the Application. For the Construction Funding Type, Applicants may seek funds to advance projects through Final Restoration Engineering Design Plans for Construction (i.e., a & b below) and or support the Construction (i.e., c & d below) of fully permitted (i.e., permits and authorizations must be in-hand at the time of construction) cranberry bog or coastal wetland restoration projects for the following activities:

- a) Develop an Engineer's Opinion of Construction Costs (EOPC) in order to support pre-construction, bid planning.
- b) Develop Final Restoration Engineering Design Plans, with qualified consultants and engineers, including but not limited to updated Existing Conditions, Proposed Conditions, Cross-section details, traffic plans, revegetation plans, staging plans, water control plans and plan set changes determined by final permits and authorizations. Production of final As-built Engineering Plans may also be produced in accordance with this funding type.
- c) Construction (i.e., implementation of Final Restoration Engineering Design Plan), including but not limited to the installation and/or removal of infrastructure, regrading, and planting with native species to restore retired cranberry bogs, streams, and wetlands; and
- d) Construction oversight by qualified personnel (e.g., engineer of record, operators project representative, etc.) to ensure best practices and implementation of permitted design plans and post-construction monitoring.

F. **DER Priority Project:** projects that were selected through a DER Priority Project Request for Response and have remained eligible for DER Priority Project designation. Use this link to find more information on [DER's Priority Project Program](#). See [Appendix A for DER's List of Current Priority Projects](#).

## 1.5 MITIGATION DISCLAIMER:

Funds awarded under this RFR may not be used to meet an Applicant's compensatory mitigation requirements or to support projects that have an independent obligation to execute the subject cranberry bog or coastal wetland restoration pursuant to statute, regulation, ordinance, consent decree, judgement, court order, permit condition, or other requirement of law. This does not preclude projects from receiving funding from the Department of Fish and Game's In-Lieu Fee Program (ILFP). In addition, this disclaimer does not preclude projects from receiving compensatory mitigation funding for future phases of work outside the awarding contract period of performance.

## 1.6 APPLICATION DEADLINE

Applications must be submitted via [DER's Website](#) by 4:00 PM EST on September 23, 2024 (See Section 4.1) Responses will be accepted and are encouraged to be submitted in advance of the submission deadline.

## 1.7 FUNDING AVAILABILITY:

**Total available funding is estimated to be \$6,000,000.**

### **Cranberry Bog Restoration - \$3,000,000.**

- Up to \$500,000 in grants awarded for the Planning & Design Funding Type, with individual awards anticipated to be more than \$100,000.
- Up to \$2,500,000 in grants awarded for the Construction Funding Type, with individual awards anticipated to be more than \$500,000.

### **Coastal Wetland Restoration - \$3,000,000.**

- Up to \$1,000,000 in grants awarded for the Planning & Design Funding Type, with individual awards anticipated to be more than \$100,000.
- Up to \$2,000,000 in grants awarded for the Construction Funding Type, with individual awards anticipated to be more than \$500,000.

Funding is anticipated to be available by Fall 2024, and awarded contracts will expire no later than June 30, 2026, see sections 1.9 and 2.1. These are reimbursement-based grants.

**Applicants should only apply for funding for the portion(s) of the project that can be completed by June 30, 2026.**

## 1.8 MATCH REQUIREMENT:

Applicants are not required to provide match. However, DER does not anticipate being able to provide further funding for the full cost of a project. Applicants are encouraged to report other known sources of funding for the proposed project on the Application Form, both secured and anticipated sources. **Applicants seeking only partial funding should demonstrate the ability to obtain and secure the balance of the funds prior to the start of the grant contract period (Fall 2024).**

## 1.9 TOTAL ANTICIPATED DURATION OF GRANT(S):

Contracts for awarded grants are expected to start in the Fall of 2024, see section 4.1 for complete timeline. The anticipated grant duration award will be up to two fiscal years and will be specified by DER at the time of award. See further detail on anticipated contract duration in Section 2.1 Project Terms.

## 1.10 APPLICABLE PROCUREMENT LAW:

815 CMR 2.00, 2 CFR Part 200, and 31 CFR Part 19

## **1.11 REGULATIONS, STATUTES, OR AUTHORIZATION GOVERNING THIS GRANT PROGRAM:**

This RFR is issued according to line-item 1599-6075 authorized in Chapter 268 Section 2A of the Acts of 2022. This account is funded by the Coronavirus State Fiscal Recovery Fund (FRF) received from the U.S. Department of the Treasury under Section 9901 of the federal American Rescue Plan Act of 2021, 42 U.S.C. 802 (“ARPA”) and funds are subject to compliance with Federal Requirements. DER, as the Prime Grant Recipient, shall award funds to successful Applicants as Subrecipients. Awarded projects will be supported, in whole or in part, by FRF Assistance Listing Number 21.027 awarded to the Commonwealth of Massachusetts - DER, designated as the Prime Grant Recipient, by the U.S. Department of the Treasury.

Applicants should read and understand the compliance responsibilities described in the document, [Appendix B: Contract Addendum “Coronavirus State Fiscal Recovery Fund \(FRF\) Contract Addendum](#) prior to applying for this grant opportunity.

As part of the grant award, successful applicants (sub-recipients) will agree to (1) compliance with all applicable federal requirements; (2) sub-recipient monitoring by DER; (3) compliance with corrective action plans in cases of non-compliance; and (4) termination of the grant agreement by DER for failure to comply with federal requirements. Furthermore, successful applicants that are awarded over \$750,000 (i.e., multiple successful applications) shall comply with federal audit requirements as described in 2 CFR Part 200 Subpart F.

By submitting a proposal, the Applicant acknowledges the terms and specifications contained within the RFR.

## **1.12 Number of awards**

Multiple grant awards may result from this Request for Response (RFR).

Applicants may apply for multiple projects. Applicants seeking funding for multiple projects must submit one application per project with all required and recommended forms for each in separate submissions, see section 3.2.

Each project application may only receive funding for one Project Type (i.e., Cranberry Bog or Coastal Wetland) - Funding Type (i.e., Planning & Design or Construction) combination; for example: Cranberry Bog - Planning & Design, see section 1.7)

## **2. PERFORMANCE AND CONTRACT SPECIFICATIONS**

### **2.1 PROJECT TERMS:**

A final grant contract is subject to successful negotiation of an agreed upon scope of work (SOW) and budget

DER reserves the right to fund a portion, to modify or amend the scope and/or add or delete tasks of any project proposal in coordination with the grant recipient, to more closely meet the purposes of the program. Funding and any applicable administrative or technical assistance as a

result of an award will be included in the negotiated scope of work. Grant recipients will have the option of rejecting the grant award if the revised scope does not meet their goals.

## **2.2 DELIVERABLES, OWNERSHIP AND CREDIT DUE:**

DER requires that all technical deliverables produced under the contract resulting from this award be delivered to DER in native format, either electronic or hardcopy, as decided under scope and contract. Deliverables may include software, maps, reports, contracts with engineering and/or construction firms, design plans, etc. to execute restoration work.

## **2.3 REPORTING:**

Grant recipients will be required to report on their use of grant funds. Brief quarterly reports using a provided template shall be required during the duration of an awarded contract where the grant recipient shall report on performance and progress to date, against the approved scope, to track progress, record delays or challenges, and steps to be taken to rectify progress. Reports shall be used to track progress, spending, and facilitate coordination between the Project Lead and DER.

Other necessary reports and deliverables are project specific and shall be identified with the grant recipient at the time of contract award and project scoping. A final project summary shall be submitted at the close of each project which provides a summary for each task, measures of success, any changes to the project or timeline, any issues that arose and how they were resolved, and lessons learned or comments on project tasks or project management that may be informative for future projects.

For Construction Funding Type grants, final reports shall also detail activities described in Section 1.4 E a-d above as well as the type of structure installed, including estimated design life, location, images of construction and completed project, total restoration area (acreage) and distance of re-connected waterways (linear feet) and the design coastal storm and Sea-Level-Rise (SLR) predictions that the structure is sized for, construction costs, and total cost of the project, is such structures are included in the project.

## **2.4 INVOICING:**

The payment procedure for grants resulting from this RFR is by reimbursement for costs incurred during the contract period. Only tasks and deliverables identified in the grant Scope of Work are eligible for reimbursement. No reimbursement shall be made for Massachusetts sales tax. Reimbursement is made after acceptance by DER of a correctly executed invoice with appropriate documentation and deliverables. Proof of payment must be provided with reimbursement request.

Payments are processed within a 45-day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy. Grant reimbursement will be made using Electronic Funds Transfer (EFT). No reimbursement shall be made for Massachusetts sales tax. Work must be invoiced within the fiscal year it was performed. Final fiscal year invoices are due July 31 each year.



## 2.5 CONTRACT EXPANSION:

If additional funds become available during the grant contract duration period, DER reserves the right to increase the maximum obligation, expand the scope of work, and/or modify the grant contracting terms to some or all grant contracts executed as a result of this RFR or to execute contracts with Applicants not funded in the initial selection process. This is subject to available funding, satisfactory contract performance, project need, and based on successful negotiation with the Applicant.

## 2.6 CONDITION OF AN AWARD:

Within a reasonable timeframe from the public announcement of the award, the awardee will execute a contract with DER. If other related factors (for example other anticipated financial sources, required approvals, etc.) are not resolved by the awardee thereby preventing the awardee from signing a contract, DER reserves the right to withdraw financial support of the project and will provide the awardee with 30 days written notice.

## 2.7 COMPLIANCE:

The following provisions awarded through this contract to this subrecipient, i.e., grantee, as it is funded in whole or in part by Federal funds. The subrecipient's signature on the Contract indicates compliance with the following as well as provides assurance that these compliance provisions will be included with any associated contracts or sub-awards which may be entered into with this funding. Grant recipients and all project activities must comply with all applicable State and Federal laws, regulations, and policies see sections 1.10 and 1.11.

# 3. INSTRUCTIONS FOR APPLICATION SUBMISSION

## 3.1 APPLICATION SUBMISSION:

Applications must be submitted through [DER's Website](#) by 4:00 PM EST on September 23, 2024. No paper applications will be accepted. ***Applications received after the deadline will not be accepted.*** Applicants must complete and submit as instructed, and include all required and recommended, if applicable, documents, see below section 3.2.

For each Application Form, Applicants must specify only one Project Type (i.e., Cranberry Bog or Coastal Wetland Restoration Project) and only one Funding Type (i.e., Planning & Design or Construction) by checking the appropriate boxes.

DER reserves the right to reject any or all proposals and only accept proposals that are aligned with DER's mission. DER reserves the right to request additional information and documentation if needed.

Only clarifying or technical questions regarding the application process may be answered following the release of the RFR. During this time all questions should be submitted in writing prior to the deadline to Anthony.lucivero@mass.gov.

## 3.2 REQUIRED AND RECOMMENDED DOCUMENTS

*Below is a list of documents to be attached with each submission.* Significantly incomplete or incorrectly submitted applications may be subject to disqualification

- **Grant Application Form (Required)**  
This provides project background and information as well the proposed work associated with this funding request. A link to upload the Application Form is provided above in Section 3.1. Note: as part of the Application Form, Applicants must also describe:
  - For **Planning & Design Funding Type** detailing how the funded planning and design tasks contribute to the overall restoration planning and restoration goals for a project and detailing remaining planning gaps not funded by the current grant is required.
  - For **Construction Funding Type**, to the extent possible, the scope should include detail on operations and maintenance needed to achieve long term restoration goals. Submittal of an operations and maintenance plan is required by the time of construction to ensure the project will meet goals throughout its design life.
- **Project Budget Form (Located in the Chapter 268 Budget Schedule Excel Workbook) (Required)** – Includes budget details and cost estimates. Applicants must use the template provided in the grant materials. Please note that the Budget Form is an Excel Workbook with four Sheets (Instructions, Applicant Information, Budget, and Schedule). Please refer to the Instructions and fill in the relevant information on the Applicant Information Sheet and Budget Sheet.
- **Project Schedule Form (Located in the Chapter 268 Budget Schedule Excel Workbook) (Required)** – Includes a schedule detailing expected completion of tasks proposed. Please note that the Schedule Form is an Excel Workbook with four Sheets (Instructions, Applicant Information, Budget and Schedule). Please refer to the Instructions and fill in the relevant information on the Applicant Information Sheet and Schedule Sheet.
- **Landowner Agreement Form(s) (Required)** – from the property owner(s), or if applicable, a copy of Purchase and Sale Agreement and Landowner Agreement Form from purchaser.
- **Copy of the latest Assessor's Map (Recommended)** – It is strongly recommended the application include an Assessor's Map showing the parcel(s) on which restoration work might take place and the ownership information for the lot.
- **Project Photos (Required)** – The application must include existing conditions photos. Required photos include landscape view, and relevant photos of stressors to be addressed via restoration. Photos can be submitted as one

document or as separate photo files.

- **Supporting Documentation (Recommended)** – Attach electronic copies of letters of support and relevant work completed to date on the proposed project, including but not limited to field data notes and/or summary technical reports, design plan sheets, cost estimates, design or construction bids, etc. Documentation may also be attached to the application form to reduce file size, for example, copies of relevant permits.

### 3.3 ADDITIONAL CONTRACTUAL DOCUMENTATION

If an application is awarded funding, the grant recipient will be required to submit the following forms during grant contract scoping to complete a contract. Applicants are encouraged to review these forms prior to submission of a Response.

- Commonwealth Standard Contract Form, filled out and signed by the Applicant
- Commonwealth W-9 tax form with DUNS number and Federal Tax ID
- Completed Contractor Authorized Signature Verification Form
- Electronic Fund Transfer Authorization Form\*
- Appendix B: Contract Addendum (if receiving ARPA funding)

Forms with an asterisk(\*) need not be submitted if they are already on file with the Commonwealth.

Forms can also be downloaded from: <https://www.macomptroller.org/forms/#section-5>:

## 4. EVALUATION

### 4.1 APPLICATION EVALUATION

DER will assess each application using a combination of resources, including but not limited to available GIS data from MassGIS and other information sources to understand the existing and potential Ecological Value, Community Benefit, and Applicant & Project Team Capacity of the proposed project. As part of the review of proposals, DER may contact Applicants for clarification or to request additional information and/or conduct field inspection. All Applications will be evaluated based on criteria and associated point values described below.

Applications shall be evaluated in four (4) categories (i.e., Restoration Project Type - Funding Type combinations) of applications separately, i.e., applications are only competing against others within the same category:

- Cranberry Bog Restoration Planning & Design
- Cranberry Bog Restoration Construction
- Coastal Wetlands Restoration Planning & Design
- Coastal Wetlands Restoration Construction

The highest scoring applications within each category shall be awarded funds based on the estimated funds as outlined in Section 1.1 and Section 1.7.

## **4.2 EVALUATION CRITERIA (100 POINTS TOTAL)**

### Ecological Value & Feasibility (40 Points):

*To what extent would restoration at this site benefit the environment?*

1. Summarize the expected ecological and environmental benefits of the proposed project. This should include positive changes expected within and adjacent to the project site as well as regionally. This may include enhancing aquatic habitat resiliency, facilitating marsh migration, and or adaptation to climate change; augmenting notable ecological features (e.g., coldwater or diadromous fisheries, Essential Fish Habitat, BioMap Core habitat, State or Federally listed species habitat, and protected conservation land); improving the flow of water and reconnecting wetlands, streams, and floodplains (e.g., by removal of water control structures, agricultural ditches, and berms; establishing sinuous stream channels and appropriate microtopography; addition of large wood or boulders; and other restoration efforts that remove stressors impairing the function and resiliency of wetland and stream habitats); improving water quality (e.g., through revegetation and slowing water flow); increasing floodwater storage; etc. The proposed site's potential benefit will be evaluated based on existing site condition and context, proximity to important habitat, available ecological data, and any additional information provided by the Applicant and obtained by DER. Higher scoring projects will involve the restoration of multiple ecological processes and greater amounts of habitat as well as benefit a diversity of species. This Summary should include but is not limited to:
  - a. (10 points) Extent (e.g., acres and miles) of habitat expected to be restored or otherwise positively impacted upon project completion within and adjacent to the project site as well as regionally
  - b. (10 points) Proximity and connectivity of the proposed project site to protected land; mapped or potential endangered species habitat; BioMap Core habitat; future inland marsh migration corridors; coldwater or diadromous fisheries; and other important habitats and natural resources. These data may be obtained by visiting [MassGIS Data: BioMap: The Future of Conservation | Mass.gov](#), [Massachusetts Sea Level Affecting Marshes Model \(SLAMM\) Viewer \(arcgis.com\)](#).
  - c. (10 points) Technical Feasibility; Is the proposed scope of work cost effective? Is the budget realistic for the proposed scope of work? Is the timeline reasonable for the proposed scope of work?
  - d. (10 points) Likelihood of Restoration Success; Are the goals and outcomes of the project clearly defined? Is the approach based on solid background or baseline information?

### Community Benefits (30 Points):

*Will the proposed project have a positive impact on the local community?*

1. (10 points) Describe how the proposed project is expected to benefit the local community and region, including social and economic benefits. This could include but is not limited to the project creating and enhancing public open space, outdoor recreational opportunities, and

access to natural resources; provision of public amenities, education, and involvement opportunities; addressing flooding or safety issues; improving water quality; reducing vulnerability and increasing resiliency to climate change; etc.

2. (20 points) Discuss how your project is expected to specifically benefit Environmental Justice (EJ) Communities. Environmental Justice (EJ) Populations are defined in the [2021 EJ Policy](#) and can be viewed in the [MA EJ viewer](#). Other vulnerable communities are people or communities who may be disproportionately impacted by issues associated with the degraded conditions of the impaired Cranberry Bog or Coastal Wetland. In addition to factors that contribute to designation as an EJ Population (i.e., income, minority population, and language), other factors like physical ability, access to transportation, health status, and age shape whether someone or their community will be disproportionately affected by impacts associated with the impaired system. Some useful tools to identify vulnerable communities include the Guides for Equitable and Actionable Resilience (GEAR) [Community Guide](#), the Center for Disease Control's [Social Vulnerability Index](#), the Environmental Protection Agency's [EJScreen](#) and the [Climate and Economic Justice Screening Tool](#). This could include but is not limited to the project creating and enhancing public open space, outdoor recreational opportunities, and access to natural resources; provision of public amenities, education, and involvement opportunities; addressing flooding or safety issues; improving water quality; reducing vulnerability and increasing resiliency to climate change; etc. Applicants should include:
  - a. Description (i.e., type and location relative to the proposed project) of the EJ Communities expected to be impacted by the proposed project. DER will consult the Executive Office of Energy and Environmental Affairs' [Environmental Justice Map Viewer](#) to clarify proximity to Environmental Justice Communities.
  - b. List of expected positive impacts of the proposed project on each EJ population listed in a. above.

#### Applicant Capacity (30 Points):

Applicants will need to demonstrate the ability to successfully complete the proposed project and adhere to all compliance and reporting obligations. **We anticipate Applicants will need to obtain at least 20 points towards the Applicant Capacity Criteria (below) to successfully demonstrate this ability.**

*What is the proposed Applicant's likelihood of success and fulfilling compliance and reporting obligations?*

1. (10 points) Summarize the capacity of the Applicant to successfully implement and complete the proposed project scope. This may include consideration of project cost (by review of the Project Budget), scope (by review of the Project Schedule and tasks), practicality, and feasibility; and applicant, landowner, partner and community commitment and available resources (e.g., personnel availability, experience, expertise and administrative and leadership abilities, financial assets (beyond this grant), fund-raising experience, etc. This Summary should include but is not limited to:

- a. Evaluation of potential issues associated with the proposed project scope that could impact project completion and likelihood of successful restoration, e.g., funding gap, community opposition, partner commitments, technical challenges, etc.
  - b. Discussion of proposed project scope elements likely to lead to successful fundraising, e.g., one or more project deliverables and outcomes attractive to funders such as recreational opportunities, rare species habitat, benefits to EJ populations, approaches that build climate resiliency, etc.
  - c. Assessment of need for on-going operations and maintenance after implementation, such as infrastructure. Higher scoring projects will involve only limited on-going maintenance, such as invasive plant management.
  - d. If the proposed scope of work is part of a broader project, briefly describe how it will improve the broader project's likelihood of success. For example, if the proposed project funds restoration of two bogs within a larger five bog project, how will the restoration two bogs contribute to the success of the broader project?
2. (10 Points) Qualifications and Experience of Applicant:
- a. Provide a statement of qualifications and experience, both programmatically and administratively, that demonstrates a high likelihood of successfully completing the proposed scope of work.
  - b. Has the Applicant previously received Federal Funding? If yes, for each award provide (up to two from the last 5 years):
    - i. Grantor Name; Grant Program Name; and Grant #, Scope, and Dates.
    - ii. Description of any grant and fund management challenges, and how these were resolved.
  - c. Has the Applicant been required to complete a single audit? If so, please describe any challenges and outcomes of previous audits within the past five years.
3. (10 points) Please demonstrate the Applicant's ability to manage projects by providing examples of up to three projects with a similar scope of work to the proposed project. For each project:
- a. Briefly describe the scope and restoration plan, including similarities to the proposed project.
  - b. Explain any challenges encountered with project implementation, including reasons for the challenges, how challenges were addressed, and challenges that were not resolved and why.
  - c. Discuss the Applicant's ability to meet all outcomes and deliverables on time, including but not limited to compliance and reporting. For unmet and late outcomes and deliverables, detail reasons why.
  - d. Speak to administrative tasks and challenges, not described in 1 b-c above, including budget management, personnel management, amendments, subcontracts, etc.
  - e. Were you able to comply with all other terms of the project not discussed in 1 b-d above? If no, list and explain why.

## 5. DEADLINES AND PROCUREMENT CALENDAR

### 5.1 PROCUREMENT CALENDAR:

EVENT	DATE
Notice of Funding Opportunity	May 5, 2024
Bid Release Date	August 26, 2024
Deadline for Submission of Questions through “Q&A” Period	September 9, 2024 at 4:00PM EST
Official Answers for Bid Q&A published (Estimated)	September 13, 2024
Deadline for Quotes/Bid Responses (“Bid Opening Date/Time” in COMMBUYS)	September 23, 2024 at 4:00PM EST

### 5.2 “Q&A” QUESTION AND ANSWER PERIOD:

The “Q&A” provides the opportunity for Applicants to ask written questions and receive written answers from DER regarding this RFR. Applicants’ questions must be submitted through the [DER Q&A webpage](#) or the Q&A section of the COMMBUYS posting (see below for instructions) and prior to the Deadline for Submission of Questions stated in the Procurement Calendar, see section 4.1. DER reserves the right not to respond to questions submitted after this date.

Please note that questions submitted to DER using any other medium (including those that are sent by mail, fax, email, or voicemail, etc.) will not be answered.

Applicants are responsible for entering content suitable for public viewing since all questions are accessible to the public. Applicants must not include information that could be considered personal, security sensitive, inflammatory, incorrect, collusory, or otherwise objectionable, including information about the Applicant’s organization. DER reserves the right to edit or delete submitted questions that raise any of these issues.

DER responses to questions in writing will be provided in COMMBUYS and [DER’s website](#) on the date stated in the Procurement Calendar, see section 4.1.

### 5.3 APPLICANT COMMUNICATION WITH DER AND THE COMMONWEALTH:

Applicants are prohibited from communicating directly with any employee of DER regarding this Grant Opportunity during the RFR Period except as specified in this RFR. No other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Applicants may contact the contact person for this RFR in the event this RFR is incomplete, or the Applicant is having trouble obtaining or submitting any required attachments. Please e-mail [Anthony.Lucivero@mass.gov](mailto:Anthony.Lucivero@mass.gov) . All other questions will be addressed in the written Q&A Period specified in section 4.2.

## **6. OTHER TERMS**

### **6.1 TYPE OF PROCUREMENT:**

Grant.

### **6.2 RFR DISTRIBUTION METHOD:**

In order to conduct a fair and open procurement, DER is issuing this request for interested parties through COMMBUYS and [DER's website](#). This RFR has been distributed electronically using this system. It is the responsibility of every Applicant to check for any addenda or modifications to an RFR to which they intend to respond. DER, alongside the Commonwealth, accept no responsibility and will not provide accommodation to Applicants who submit an application based on an out-of-date RFR or on information received from a source other than COMMBUYS.

### **6.3 PUBLIC RECORDS:**

All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., c. 66, § 10, and c. 4, § 7, cl. 26. Any statements in submitted responses that are inconsistent with these statutes, including marking information as confidential during the submission process, shall be disregarded.

### **6.4 REASONABLE ACCOMMODATION:**

Applicants with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR 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. An Applicant requesting accommodation must submit a written statement which describes the Applicant's disability and the requested accommodations to the contact person for the RFR. DER reserves the right to reject unreasonable requests.

### **6.5 LIST OF ATTACHMENTS:**

A: Application Form  
B: Budget Form  
C: Schedule Form  
D: Landowner Agreement Form

### **6.6 LIST OF APPENDICES:**

A: List of Active Priority Projects  
B: Appendix B: Contract Addendum



## **Appendix A: List of Active Priority Projects**

Tidmarsh Farms Restoration

Traphole Brook Restoration

West Branch of the Housatonic River Restoration

Upper Ipswich River Restoration

Lower Ipswich River Restoration

Charles River Restoration: Watertown Dam Removal

Lower Neponset River Restoration

Town River Restoration: High Street Dam Removal

Malden Brook Restoration / Edwards Pond Dam Removal

Fore River Restoration: Hollingsworth & Ames Dam Removals

Osgood Brook Restoration/Bowen's Pond Dam Removal

Becker Pond Dam Removal

Frost Fish Creek Restoration

Parkers River and Seine Pond Restoration

Sesuit Creek / Bridge Street

Eagle Neck Creek Restoration

Freemans Pond Saltmarsh Restoration

Mill Pond and Salt Marsh Restoration

Ryder's Cove Restoration

Upper Bass River Restoration

Belle Isle Marsh

Holmes Bogs Wetland Restoration Project

Mill River Restoration

Manhan Meadows Restoration Project

Sharon Cedar Swamp

George's Pond

Cold Brook Preserve Restoration Project

Upper Coonamessett River Restoration Project

Tussock Brook Restoration

Crescent Marsh

North Pool, Plum Island

Great Marsh Restoration Project

Pamet River Restoration

Herring River Restoration Project

Marsh Island

Bayview Cranberry Bog Restoration

Indian Brook Bogs Wetlands Restoration Project

South Meadow Wetland Reserve Easement Restoration Project

Marstons Mills Cranberry Bog Restoration

Windswept Cranberry Bog Wetland Restoration Project

Long Pond Brook Dam Removals

Talbot Mills Dam Removal / Concord River Restoration

Ware River Restoration/Wheelwright Dam Removal

Sucker Brook Restoration

Church Manufacturing Co. Dam Removal / Chicopee Brook Restoration

Abbey Brook Springfield Restoration

South River Restoration

Third Herring Brook Restoration

Quinapoxet River Restoration

Manhan River Restoration: Lyman Pond Dam Removal

Mill Brook Headwaters Restoration

Abbey Brook Revitalization

Stony Brook Flow Restoration

First Herring Brook Streamflow Restoration

Amherst Streamflow Monitoring and Optimization

Jones River Flow Restoration

Broad Meadow Brook Restoration Project

Kinne Brook Restoration

Nashawannuck Brook Restoration

Assawompset Pond Complex

Farm Pond

Sawmill Brook Restoration

Mattapoissett Bogs Restoration

Childs River Restoration

Stuart Bogs Restoration

Pinnacle Bog Restoration Project

Old Swamp River Dam Removal

Larkin Road Dam Removal / Parker River Restoration

Whitney Pond Dam Removal / Whitman River Restoration

Red Brook Restoration

Mill Brook Bogs Wetland Restoration Project

## **Appendix B: Contract Addendum**

### **Coronavirus State Fiscal Recovery Fund (FRF) Contract Addendum** (Assistance Listing Number 21.027)

Notice: The contract, agreement, statement of work, or purchase order (“Contract”) between \_\_\_\_\_ (“Contractor”) and the Department of Fish and Game to which this addendum is attached or otherwise incorporated is funded, in whole or in part, using federal assistance provided to the Commonwealth of Massachusetts by the U.S. Department of the Treasury under Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”), which established the Coronavirus State Fiscal Recovery Fund (“FRF”).

In accordance with ARPA, the U.S. Department of the Treasury’s regulations implementing the FRF (31 CFR Part 35), the [Award Terms and Conditions](#), and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, [2 C.F.R. Part 200](#), the following terms and conditions apply to the Contractor in connection with its performance of the Contract.

These terms and conditions are in addition to, and in no way limit or alter, the other terms, conditions, rights, and remedies set forth in or applicable to the Contract, including those set forth in the Commonwealth of Massachusetts Standard Contract Form and [Commonwealth Terms and Conditions](#). In the event of any conflict among the requirements applicable to the Contract, the most stringent requirements will apply.

#### **1. Eligible Costs.**

- a. The Contractor agrees to incur only those costs that are necessary, reasonable, and directly allocable for the purpose of completing the contracted project or program.
- b. Indirect costs are not an eligible use of funds received under this Contract.
- c. Costs may be incurred only during the period of this Contract.

#### **2. Financial Management.**

- a. Contractor may not deviate significantly from its established policies and practices regarding the incurrence of costs.

#### **3. Suspension and Debarment (Executive Orders 12549 and 12689).**

- a. This Contract is funded through payments received by the Commonwealth of Massachusetts from the FRF. FRF funds are subject to 2 CFR Part 200 and U.S. Department of the Treasury’s implementing regulations at 31 CFR Part 19. The Contract is a covered transaction for purposes of such regulations.
- b. As such, the Contractor is required to verify, and by executing this Contract the Contractor hereby certifies, that neither it nor any of the Contractor’s principals are excluded, disqualified, or otherwise ineligible (as such terms are defined at 31 CFR Part 19, Subpart I) for participation in a covered transaction. Such parties are ineligible if listed on the government-wide Excluded Parties List System in the System for Award Management (SAM) in accordance with 2 CFR Part 180 and U.S. Department of the Treasury’s implementing regulations at 31 CFR Part 19 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.”

- c. The Contractor must comply with 31 CFR Part 19, subpart C, and shall include a requirement to comply with these requirements in any lower tier covered transaction it enters into under this award.
- d. The Contractor shall have an ongoing duty during the term of this Contract to disclose to the Department of Fish and Game on an ongoing basis any occurrence that would prevent the Contractor from making the certifications contained in this Section 1. Such disclosure shall be made in writing to the Department of Fish and Game within five (5) business days of when the Contractor discovers or reasonably believes there is a likelihood of such occurrence. This certification is a material representation of fact relied upon by the Department of Fish and Game. If it is later determined that the Contractor did not comply with 31 CFR Part 19, subpart C, in addition to remedies available to Department of Fish and Game, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

**4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216).**

- a. Pursuant to 2 CFR §200.216, the Department of Fish and Game is prohibited from using FRF funds to procure, obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- b. As described in Public Law 115-232, section 889, “Covered telecommunications equipment or services” is:
  - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; and
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- c. The Contractor agrees that it shall not provide covered telecommunications equipment or services in the performance of this Contract.
- d. A compilation of prohibited telecommunications and video surveillance equipment and services entities may be found in the System for Award Management (SAM) excluded parties list.

## 5. Reporting Program Performance

- a. Contractor is responsible for the collection of performance information for services under this Contract in a format and using metrics defined by the Department of Fish and Game.
- b. Contractor is responsible for the submission of such performance reports to the Department of Fish and Game as required by the federal government.
- c. Contractor is responsible for the submission of such performance reports to the Department of Fish and Game as required by the Commonwealth of Massachusetts, the Federal Funds Equity and Accountability Review Panel, the Massachusetts State Auditor, and the Massachusetts Inspector General.
- d. Contractor acknowledges that performance information for services under this Contract will be displayed publicly on a website published by the Commonwealth as required by Chapter 288 of the Acts of 2020, Chapter 102 of the Acts of 2021, and other related laws.
- e. Contractor shall take all reasonable steps necessary to protect personally identifiable information collected during the performance of services required by this Contract and prevent the submission or publication of such information.

## 6. Remedies for Contract Violation.

Should the Contractor violate any of the terms of the Contract, the Department of Fish and Game may pursue all available administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties.

## 7. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

To the extent the Contract involves the employment of mechanics or laborers (as defined in 29 CFR Part 5 and including watchmen and guards) for any part of the contract work, the Contractor agrees to the following terms:

- a. *Overtime requirements.* The Contractor shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and any such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. *Withholding for unpaid wages and liquidated damages.* the Department of Fish and Game shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

- the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. *Records.* The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the Department of Fish and Game and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
  - e. *Subcontracts.* The Contractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
8. **The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.**
- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
  - b. The Contractor agrees to report each violation to the Executive Office of Energy and Environmental Affairs and understands and agrees that the Department of Fish and Game will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office.
  - c. The Contractor agrees to include the above requirements in each subcontract financed in whole or in part with FRF funds.
9. **Other Federal Environmental Laws and Regulations.** The Contractor shall comply with all other applicable federal environmental laws and regulations.
10. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Contractor certifies that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into or amended. The making of this certification is a prerequisite for entering into or amending this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**11. Non-Discrimination.** The Contractor shall comply with all applicable federal laws and regulations prohibiting discrimination including, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**12. Publications.** To the extent the Contractor is authorized or directed to produce publications pursuant to this Contract, any such publications produced with FRF funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the Commonwealth of Massachusetts by the U.S. Department of the Treasury."

**13. Maintenance of and Access to Records.**

- a. The Contractor shall maintain records pertinent to the Contract in a manner consistent with 2 C.F.R. § 200.334.
- b. The Contractor shall make available to the Department of Fish and Game, the U. S. Department of the Treasury, the Treasury Office of Inspector General, the Government



Accountability Office, or any of their authorized representatives any documents, papers, or other records, including electronic records, of the Contractor that are pertinent to the Contract, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

14. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
15. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.
16. **Subcontractors.** To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor agrees to incorporate all relevant provisions of this addendum into its written agreement with the subcontractor.