

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION

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BOSTON, MASSACHUSETTS 02108



**Natural Resource Damages Assessment and Restoration
Program**

Grant Announcement and Application

**Housatonic River Natural Resource Damages Fund
Round 4 Restoration Project Proposals**

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2. Grant Summary:

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

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

The Massachusetts EEA, as represented by MassDEP, and the U.S. Fish and Wildlife Service (USFWS) comprise the Massachusetts SubCouncil of the Housatonic River Natural Resource Trustees (MA SubCouncil) and are working together to restore, replace or acquire the equivalent of injured natural resources and resource services resulting from the release of polychlorinated biphenyls (PCBs) and other hazardous substances from General Electric's (GE's) facility in Pittsfield, MA. The MA SubCouncil has previously provided a total of \$7.5 million for restoration in Rounds 1, 2, and 3. These projects are funded out of a \$15 million settlement with GE for NRD, approximately half of which the Housatonic River Natural Resource Trustees targeted for restoration projects in Massachusetts.

A total of up to \$1,450,000 is available for Round 4 restoration and/or land acquisition (including land protection) projects that address one or more of the following restoration priority categories as described in the Final Restoration Project Selection Procedure (RPSP):

- **Aquatic Biological Resources and Habitat** – Fish, amphibians, aquatic reptiles, benthic invertebrates, and other aquatic organisms. Restoration activities may include, but are not limited to, projects that restore aquatic biological resources directly or enhance the habitats of these resources (e.g., enhancements in water quality);
- **Wildlife Resources and Habitat** – Avian, terrestrial reptilian, and mammalian species that use the Housatonic River in some manner. Restoration activities may include, but are not limited to, projects that restore wildlife resources directly or enhance the habitats of these resources (e.g., riparian habitat enhancements);
- **Recreational Uses** – Human recreational uses of the Housatonic River environment such as, but not limited to, recreational fishing, recreational boating, and wildlife/nature viewing. Restoration activities may include, but are not limited to, creation/enhancement of public

access opportunities and enhancement of the natural resource aspect of the recreational experience; and

- **Environmental Education and Outreach** – Projects that inform the public using the Housatonic River environment about issues that affect the health of the Housatonic River environment. The purpose of such projects is to instill understanding and appreciation for the environment so that human behaviors are changed in a manner that helps to achieve the goal of the sustainable restoration of the Housatonic River, its injured natural resources, and/or the services provided by those resources.

The Final RPSP can be found at: <http://www.ma-housatonicrestoration.org/library/documents/FINAL%20Restoration%20Project%20Selection%20Procedure.pdf>. The MA SubCouncil finds value in funding a variety of approaches to addressing injured resources and/or their services. Therefore, projects will be further identified by their general approach (i.e., “project type”) that would be applied to implement the projects with the goal of benefiting the restoration priorities stated above. Consideration of the project type will assist the MA SubCouncil in selecting a group of projects that achieve a broad range of restoration needs. The project types include:

- Resource-based projects – These projects focus on and directly modify the natural resources of the Housatonic River. They may address habitat losses, improve the quality and/or quantity of recreational opportunities, or address other lost uses through actions focused on natural resources. Examples of such projects may include the acquisition of key habitats and sensitive environments in the Housatonic River watershed, the enhancement of river and riparian habitat, and the enhancement of fish habitat and/or fish stocks;
- Access-based projects – These are projects that help ensure that the public will have the ability to utilize the natural resources of the Housatonic River watershed. Examples of such projects may include constructing riverbank trails, upgrading existing river facilities, and providing additional access to the river environment; and
- Maintenance-based projects – These are projects that ensure that the public’s use and the ecological integrity of the Housatonic River watershed will be protected into the future. Examples of such projects may include the implementation of monitoring plans, educational programs, and establishment of operations and maintenance programs for acquired lands.

The MA SubCouncil is required to prepare a Restoration Plan/Supplemental Environmental Assessment that is subject to public review and comment prior to awarding contracts under this Grant Announcement and Application (GAA).

Detailed guidance for preparing the application to address the eligibility and evaluation criteria is provided in Attachment B (Detailed Application Requirements) for Restoration projects and Attachment F for Land Acquisition projects.

B. Grant Applications: Location of Restoration Projects: MassDEP, as the administrator of the NRD Program and as Lead Administrative Trustee of the MA SubCouncil, is seeking grant applications for Round 4 restoration projects and/or land acquisition projects. Proposed projects will only be considered if they have a positive impact on injured resources and/or their services located with the

Housatonic River watershed.

C. Grant Announcement Calendar and Grant Application Deadline: October 1, 2018; 4:30 p.m.

PROCUREMENT EVENT	DATE
Grant Announcement Posted on MassDEP website and COMMBUYS	August 6, 2018
Deadline for submission of written questions to MassDEP Grant Contact person (see Section 2D)	September 7, 2018; 5:00 p.m.
Official answers posted on MassDEP website	September 15, 2018; 5:00 p.m.
Grant Application due date	October 1, 2018 at 4:30 p.m.
Draft Restoration Plan/Supplemental Environmental Assessment (RP/SEA) released for public comment (includes the Round 4 proposed projects) (MassDEP website)	January 2019 (estimated)
Public Meeting of Draft RP/SEA with proposed Round 4 projects	February 2019 (estimated)
Selected Land Acquisition Project(s), if any, proceed with Due Diligence	February 2019 (estimated)
Selected Land Acquisition Project(s), if any, submit Due Diligence	May, 2019 (estimated)
Final RP/SEA with selected Round 4 projects	July 2019 (estimated)
Announcement of final funding and award of Round 4 Grant Contracts	July 2019 (estimated)
Contract Start Date	August 2019 (estimated)

D. Grant Contact Information:

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3. Eligibility

A. Eligible Applicants: This Grant Announcement is open to all public entities such as a unit of state or local government, including a county, municipality, local public authority, school district, special district, district commission, regional government, any agency or instrumentality of government, and state authorities as defined in M.G.L. c. 29, § 1, and non-public entities, including but not limited to organizational structures such as individuals, partnerships, and corporations (private, non-profit, quasi-

public, or corporate body politic).

Organizations based outside the eligible geographic focus area as described in Section 3.B. below are eligible to apply, but these entities are advised that that priority will be given to those restoration/land acquisition projects that are within the Housatonic River watershed in Massachusetts. Proposed projects will only be considered if they have a positive impact on injured resources and/or their services are located within the Massachusetts portion of the Housatonic River watershed. Partnerships and collaborative efforts between organizations are encouraged. Potential applicants that wish to apply but have not previously undertaken a project of this magnitude are strongly encouraged to apply in partnership with a more experienced organization.

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

Multiple Applications: An eligible applicant may submit more than one proposal for distinct restoration/land acquisition projects.

For projects to acquire land to conserve habitat, a single application could be submitted for a proposed project involving multiple, contiguous parcels, but separate applications should generally be submitted for proposed projects involving multiple, distinct, and/or discontinuous parcels. However, if there is a unifying theme, and parcels are similar enough to be packaged and described adequately together, then multiple, discontinuous parcels could be included in a single application. Note that if a single application involves multiple parcels, the applicant must still provide in the application the required parcel details separately for each individual parcel included in the proposed project. Each individual application, whether it includes single or multiple parcels, will only receive a single score from the Grant Review Team (GRT) (i.e., multiple parcels within an application will not be scored separately).

B. Eligible Geographic Focus Area: For the purpose of this Grant Announcement, priority will be given to restoration projects that are within or directly benefit the injured natural resources and/or services of the Housatonic River watershed in Massachusetts. The watershed boundaries are delineated in the Massachusetts Surface Water Quality Standards (314 CMR 4.00) – see Figure 2 at <http://www.mass.gov/eea/docs/dep/water/laws/i-thru-z/tblfig.pdf>.

C. Eligible Projects/Scope of Work: Proposed projects will only be considered if they have a positive impact on injured resources and/or their services located within the Massachusetts portion of the Housatonic River watershed. A proposed restoration and/or land acquisition project must relate to natural resources and/or natural resource services that were injured by the releases associated with the settlement presented above in Section 2A of this Grant Announcement, and as described in the table below.

The RPSP identifies Threshold Eligibility Criteria which describe the minimum requirements for project eligibility. The Threshold Eligibility Criteria are identified in the table below.

Threshold Eligibility Criteria

1	The application must contain the information necessary to proceed with an evaluation as described in the RPSP.
2	The proposed project must restore, rehabilitate, replace and/or acquire the equivalent of natural resources or natural resource services that were injured by the release of PCBs or other hazardous substances.
3	The proposed project, or any portion of the proposed project, must not be an action that is presently required under other federal, state or local law.
4	The proposed project must be consistent with federal, state, and local laws regulations and policies.
5	In terms of cost, the proposed project must be consistent with the stated goals of the MA SubCouncil to retain sufficient funds to 1) accomplish restoration over at least three rounds of proposal solicitations and 2) serve a wide geographic area that benefits the restoration priority categories.
6	The proposed project must not be inconsistent with any ongoing or anticipated remedial actions (e.g., primary restoration) in the Housatonic River watershed.

D. Selection Criteria/ Evaluation Process

The evaluation process will be conducted under the MassDEP Grant Review Team (GRT) that consists of a Team Leader, MassDEP and EEA agency staff members and members of the MA SubCouncil and its consultant. 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 Evaluation Criteria as specified in the RPSP and as provided in Subsections 1, 2, 3, and 4 of this Section. Applicants are strongly encouraged to review the RPSP, which provides additional information regarding the Evaluation Criteria described below. These Evaluation Criteria were established in the RPSP for use in all Rounds. The maximum number of points that may be awarded for each evaluation criterion are provided in parentheses after the description of each criterion. Where applicable to a specific evaluation criterion, attributes identified by the Land Acquisition Focus Group as important for the purpose of evaluating Land Protection/Acquisition Proposals are identified by the term “**Attribute**”.

1. Relevance and Applicability of Project (85 point maximum for subparts 1.a.through g.)

- a. **Natural Recovery Period**: The MA SubCouncil seeks to implement projects that will provide restoration benefits to injured natural resources and/or services in advance of the “natural recovery period.” The natural recovery period is the length of time it would take for the injured resource and/or service to recover to an optimal condition in the absence of human intervention. Preferred projects will describe the natural recovery period for the resource and/or service of interest, and demonstrate that the project would provide benefits to that resource and/or service in advance of the natural recovery period. Projects will not be funded if they would require a longer period of time to implement than the natural recovery period for the natural resource and/or service that is the focus of the project. (15 points maximum)
- b. **Location of Project**: Priority will be given to projects that are within the Housatonic River watershed in Massachusetts. Proposed projects will only be considered if they have a positive impact on injured natural resources and/or their services located within the Housatonic River watershed. **Attribute**: Nexus to Injured Natural Resources. (15 points maximum)
- c. **Sustainable Benefits**: Priority will be given to projects that provide long-term sustainable benefits to injured natural resources and/or the services they provide. **Attribute**: Demonstrated Level of Threat to Resources. (15 points maximum)
- d. **Magnitude of Ecological Benefits**: Priority will be given to projects that maximize the level of ecological benefits provided through NRD funding. For example, ecological benefits could be measured in terms of the increase in an animal population, an increase in native and/or rare plants in the Housatonic River environment, the increase in prey species provided for another

species or the number of acres of habitat to be restored, enhanced or protected. This criterion will assist the MA SubCouncil in achieving the greatest possible level of ecological restoration.

Attributes: Presence of Rare/Threatened/Endangered Species and/or Habitat; Exemplary Natural Communities; BioMap2 Core Habitat and Critical Natural Landscape, Areas of Critical Environmental Concern, and/or EEA Habitat Reserves; Cold Water Fisheries Resources; Degree of Habitat Fragmentation; Index of Ecological Integrity; Character of Adjacent Lands (including size and proximity); Documented Wildlife Corridors; and Protection of On-Site Resources (including cultural and archaeological resources) (15 points maximum)

- e. **Human Health and Safety:** Proposed projects will be evaluated for their potential to have adverse effects on human health and safety. A review will focus on the human health and safety of a particular project to determine if protective measures could be added to the project to ensure safety. (10 points maximum)
- f. **Benefits to Multiple Restoration Categories:** Priority will be given to projects that demonstrate the ability to provide benefits to the greatest number of restoration priority categories and, by extension, the greatest number of species, natural resource types, and services. (10 points maximum)
- g. **Enhancement of Remediation/Response Actions:** The MA SubCouncil is interested in projects that explore opportunities to enhance remediation/response actions by concurrently or subsequently implementing restoration projects. Such projects may result in synergistic benefits. For example, a remedial action, such as riverbank excavation, and a proposed restoration project, such as riverside trails for wildlife observation, may jointly benefit by integrating and coordinating the design and construction of the two projects. (5 points maximum)

2. Technical Merit (65 point maximum for subparts 2.a through f.)

- a. **Technical/Technological Feasibility:** Priority will be given to projects that employ well known and accepted techniques/technologies to achieve stated project objectives. The project will be evaluated based on the demonstrated likelihood of success of the proposed method(s) in the proposed project location in an acceptable period of time. The MA SubCouncil may approve projects that are innovative, as long as the approach is based on proven principles and concepts. "Stated project objectives" includes, but is not limited to, ecological, engineering, economic, and social objectives. (15 points maximum)
- b. **Technical Capacity of Applicant and Project Team:** Priority will be given to projects that demonstrate applicant's capacity to conduct the scope and scale of the project, as indicated by the qualifications and past experience of the project leaders and/or partners in designing, implementing, and effectively managing and overseeing similar projects. Examples of projects similar in scope and nature that have been successfully completed by the implementation team are encouraged. Communities and/or organizations developing their first restoration projects may not be able to document past experience, and therefore will be evaluated on their potential to effectively manage and oversee all project phases, as evidenced by the explanation of characteristics such as education, training and/or experience of primary project participants. (15 points maximum)
- c. **Adverse Environmental Impacts:** The MA SubCouncil will weigh whether, and to what degree, a project will result in adverse environmental impacts. This includes a consideration of significant adverse environmental impacts which could arise from a project, short term or long term,

direct or indirect, including those affecting resources that are not the focus of the project. (10 points maximum)

- d. **Measurable Results:** Priority will be given to projects that deliver tangible, specific ecological, economic, social and/or human use results that are identifiable and measurable, and/or that may be evaluated by professionally accepted methods, so that changes to the Housatonic River watershed can be documented and evaluated. Priority projects will include clear performance criteria, measurable endpoints, and a monitoring plan. (10 points maximum)
- e. **Contingency Actions:** Priority will be given to projects that include the ability to correct problems that arise during the course of the project implementation, as well as during post implementation, maintenance, and monitoring phases. (10 points maximum)
- f. **Administrative Capacity of Applicant and Project Team:** Priority will be given to projects that demonstrate the necessary facilities and/or administrative resources and capabilities to support and successfully manage the restoration work, including the availability of outside technical expertise to guide the project to a successful completion. (5 points maximum)

3. Project Budget (60 points maximum for subparts 3.a. through f.)

- a. **Relationship of Expected Costs to Expected Benefits:** The MA SubCouncil will consider whether a project's costs are commensurate with the benefits it provides to injured natural resources and/or services. This will be a qualitative cost/benefit analysis that is largely based on information provided by the applicant. Costs should not solely be limited to those used for project implementation. Therefore, applicants should demonstrate economic, social, and environmental costs and benefits. Application of this criterion is not a straight cost/benefit analysis, nor will it lead to the establishment of a specific cost/benefit ratio that is considered to be unacceptable. Priority will be given to projects that demonstrate that a significant benefit will be generated for a reasonable cost. **Attribute:** Value: Fair Price for Size and Location; Potential Future Management Problems and Costs. (15 points maximum)
- b. **Implementation-oriented:** Preferred projects will have a high ratio of NRD funding allocated to implementing the proposed project (e.g., on-the- ground habitat restoration, science-based monitoring, conducting an environmental educational course) compared to general program support and operation (e.g., administration, overhead, travel). Proposed projects that would result in comparatively high implementation costs will be taken into account. (15 points maximum)
- c. **Budget Justification and Understanding:** Priority will be given to projects that demonstrate strong budget justifications and understanding, including complete descriptions and detailed breakdown of costs for all elements of the project (e.g., design, engineering, permitting, implementation, construction, post implementation monitoring, etc.). For land acquisition projects, the GRT will evaluate whether the land, easements, or other property interests proposed to be acquired are being offered for sale at fair market value. Consideration of this criterion will require the MA SubCouncil to review an appraisal of the property. (15 points maximum)
- d. **Leveraging of Additional Resources:** Priority will be given to projects that demonstrate a strong commitment of matching funds, in-kind services, volunteer assistance, or other such partnering actions. This leveraging of non-NRD funds is preferred by the MA SubCouncil because it extends the availability of restoration funds and therefore increases the resource benefits provided by the funds. The GRT will calculate the ratio of matching funds by comparing the

total amount of matching funds, as indicated by the applicant in the project budget, with the amount of NRD funds that are requested in the project budget. Non-NRD funds or matching gifts must be documented as received or gifted on or after the date of the GAA and before the contract end-date of selected projects. Matching funds should be specific to the proposed project and not include general organizational or operational costs. **Attribute:** Leveraging. (10 points maximum)

- e. **Coordination and Integration:** This criterion considers whether, how, and to what extent a project is coordinated or integrated with other ongoing or planned actions in the Housatonic River watershed. Restoration projects that can be efficiently coordinated with other actions may achieve cost savings. The GRT is particularly interested in projects that enable synergistic benefits to injured natural resources and their services (i.e., a combination of activities that produces benefits greater than the sum of the individual activities). (5 points maximum)
- f. **Comparative Cost-Effectiveness:** If two or more proposed projects provide the same or a similar level of benefits (including the “no action -natural recovery” alternative), the least costly action may be preferred. (No points are associated with this criterion.)

4. Socioeconomic Merit (75 point maximum for subparts 4.a. through g.)

- a. **Enhancement of Public’s Relationship with Natural Resources:** Priority will be given to projects that enhance the public’s ability to use, enjoy, or benefit from the Housatonic River watershed. This may include but is not limited to enhancement to aesthetic surroundings and overall beauty of the Housatonic River watershed, place-based education programs, and public access to restoration project locations. **Attribute:** Level of public access appropriate to protection of resources. (15 points maximum)
- b. **Fostering Future Restoration and Stewardship:** Priority will be given to projects that are likely to result in an “informed citizenry” that will help ensure ongoing environmental stewardship of restored natural resources and their services. This includes projects that serve as “building blocks” for future restoration activities that benefit natural resource and their services. (15 points maximum)
- c. **Community Involvement:** Priority will be given to projects that provide an opportunity for community involvement. Projects should demonstrate how the public would be involved, such as through hands-on habitat restoration, science-based monitoring, and/or training. Projects that sustain public involvement after their completion are of particular interest to the GRT. (15 points maximum)
- d. **Adverse Socioeconomic Impacts:** The MA SubCouncil will weigh whether, and to what degree, a project will result in adverse socioeconomic impacts. This includes a consideration of significant adverse socioeconomic impacts that could arise from a project, short term or long term, direct or indirect, including those that involve resources that are not the focus of the project. (10 points maximum)
- e. **Complementary with Community Goals:** Projects will be assessed for their ability to complement goals, needs, and/or recommendations in existing plans that incorporated public input and involvement in their development (e.g. restoration plans, watershed plans, land use plans, town master plans, BioMaps, etc.). This may include project proposals that are specifically included in plans, as well as new projects that address needs, goals, and recommendations stated in existing plans. Applicants are responsible for citing the specific plans, goals, needs and/or recommendations that the project would complement. **Attribute:**

Consistency with municipal open space plans/master plans. (10 points maximum)

- f. Public Outreach: Priority will be given to projects that include plans to disseminate information on project goals, results, project partners and their roles, sources of funding, and other support provided. (5 points maximum)
- g. Diverse Partnerships: Priority will be given to projects that reflect a diversity of contributing project partners and resources. Partner contributions should be reflected in the budget, including donations of cash, equipment and materials, and in-kind services (e.g. volunteer time, technical assistance, materials, etc.). (5 points maximum)

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 Project Work Plan and Cost Estimate, and other required documentation as specified herein. For definition purposes, an Applicant is the same as a “bidder” as defined in 801 CMR 21.00 (Procurement of Commodities and Services).

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

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

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

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

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

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

Housatonic River Trustee Council and MA SubCouncil: In 2002, EEA, DOI, NOAA, and the Connecticut Department of Environmental Protection signed a Memorandum of Agreement (MOA) to act on behalf of the public as federal and state Trustees for natural resources for the GE/Housatonic River NRD settlement. The GE/Housatonic MOA provides a framework for intergovernmental coordination among the Trustee Council and for implementation for Trustee Council responsibilities under CERCLA and other applicable federal, state and common laws. The MOA provided for the establishment of the MA SubCouncil, which is responsible for authorizing the expenditure of NRD monies allocated to the geographic region of Massachusetts. Decisions regarding the use of Housatonic NRD settlement funds for restoration activities are made jointly based on unanimous agreement of the Trustees.

Land Acquisition: The legal process of acquiring real property to restore, replace or acquire the equivalent of natural resources and the services that they provide to the environment and the public to compensate for the release of polychlorinated biphenyls (PCBs) and other hazardous substances from General Electric’s (GE’s) facility in Pittsfield, MA. (E.g. passive outdoor recreation and conservation purposes)

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

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

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

Restoration: Restoration means any action, or combination of actions, to restore, replace, or acquire the equivalent of injured natural resources and services that returns an injured resource to its baseline condition prior to the spill or release, substitute a resource that provides the same or substantially similar services, or to assist the recovery of an ecosystem that has been degraded, damaged, or destroyed. Restoration activities can include “acquiring the equivalent” of injured natural resources, typically through land acquisition and/or land protection for habitat conservation. It is a requirement

that land protected or acquired by NRD funds will be protected in perpetuity (e.g. through fee title [fee simple acquisition], conservation restriction, or dedication).

5. Procurement and Grant Contract Information

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

B. Total Anticipated Duration of Grant Contract(s): The base period of the grant contract is three (3) years with one (1) additional one-year renewal option, for a maximum grant contract period of four (4) years. No agreements for services may be executed after the grant contract has expired. Extension of the contract is at the sole discretion of MassDEP.

C. Funding Availability, Budgeting Guidelines & Allowable Expenditures: The total anticipated expenditures for restoration projects under this Grant Announcement are up to \$1,450,000. The MA SubCouncil reserves the right to withhold some of this funding if the aggregate value of the selected proposals is less than this sum. Grant Contracts will have a maximum obligation amount. MassDEP is under no obligation to disburse a specific sum of funding. There is no guarantee that monies will be awarded. All Grant Contracts shall be subject to available funding.

If appropriate, given the results of the evaluation process, the MA SubCouncil may advance projects in each restoration priority categories described in Section 2A (Aquatic Biological Resources and Habitat, Wildlife Resources and Habitat, Recreational Uses, and Environmental Education and Outreach). Pending the evaluation process and if funding allows the MA SubCouncil also intends to select Proposed Alternatives that represent a diversity of project types (resource-based, access-based, and maintenance-based).

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

For Land Acquisition Projects, reimbursement for due diligence costs shall not exceed the following per-parcel amounts: \$2,500 per title search, \$4,000 per appraisal, and \$1,200 per physical inspection and historic research of property associated with a preliminary site assessment. MassDEP and the MA SubCouncil may consider reimbursement for costs exceeding these per-parcel amounts on a case-by-case basis if warranted by site- and parcel-specific conditions. *Costs cannot be reimbursed for due diligence conducted prior to issuance of this Grant Announcement. However, these costs may be reimbursable if they are incurred between the release date of this Grant Announcement and notification of selection of project to proceed with due diligence analysis.*

For Land Acquisition Projects, MassDEP will require documentation for reimbursement for all direct and indirect costs, including, but not limited to the following:

- All documents, reports, and/or appraisals associated with due diligence activities;
- Purchase and Sale Agreement (copy);
- Deed and/or conservation restriction, approved by EEA, as executed and recorded (copy);
- Title search reports and title certification (copy);
- Cancelled checks for any costs/expenses associated with Land Acquisition Transaction (both sides);
- Wire transfer statements;
- Bank statements (copies); OR attested statement of Treasurer indicating the amount of payment, date paid, associated check or transaction numbers and authority of payments; and
- Conservation Restriction language that ensures appropriate natural resource protection and public access (copy); and
- An executed "Land Management Agreement" for the creation/enhancement of public access opportunities (e.g. fishing/boating access) that require long-term operation and maintenance obligations by the host community/organization.

See Attachment C (Supplemental Terms and Conditions) Section 3 (Compensation and Payment of Grant Funds) for additional requirements and restrictions on payments for restoration projects.

See Attachment G (Supplemental Terms and Conditions) Section 3 (Compensation and Payment of Grant Funds) for additional requirements and restrictions on payments for land acquisition projects.

D. Matching Funds: Matching funds are not required for a project to be eligible for funding; however MassDEP and the MA SubCouncil encourage applications that leverage additional funding and in-kind services because it extends the availability of NRD restoration funds and therefore increases the resource benefits provided to the public by the funds. However, qualifying matching funds must be documented on or after the date of this GAA (August 1, 2018) and before the contract end-date of selected projects under this Grant Announcement. If a cash or in-kind match will be provided by an entity other than the Applicant, a letter from the authorized agent of the match provider must be submitted, stating a commitment to provide the match. Note that NRD funds are characterized as non-federal funds for the purpose of serving as a match for a Federal grant.

E. Grant Contract Award: Funding for projects selected under this Grant Announcement will be through a Grant Contract issued and administered by the MassDEP's NRD Program. MassDEP and the MA SubCouncil intend to fund multiple awards to multiple organizations within the limits of the

available funding. However, all of the funding could be awarded to a single project, depending on the number of applications received, the results of the evaluation and ranking of the applications, and the projected costs.

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

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

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

G. Grant Announcement Distribution Method: This Grant Announcement and Application has been distributed electronically using the Commonwealth's Procurement and solicitation website COMMBUYS and the MassDEP website. It is the responsibility of every Applicant to check the MassDEP website for any addenda or modifications to the Grant Announcement to which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodations to Applicants who fail to check for amended Grant Announcements and submit inadequate or incorrect responses.

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

rejected by any means including email or spam filtering.

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

J. Minimum 180 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 180 days from the closing date of the solicitation, including but not restricted to the proposed prices, key personnel, proposed contractors and subcontractor, and any other features of the submittal that may have bearing on the evaluation and ranking of the submittal by the GRT.

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

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

M. Selection for Award of a Grant Contract: Applications that are determined to be eligible for grant funding as described in this Grant Announcement, and meet the evaluation criteria and the terms and conditions of the Grant Contract, as determined by the GRT, may be awarded a Grant Contract. The GRT will evaluate and rank the submittals according to the criteria outlined in Section 3 of this Grant Announcement and as described in Section 2 of this Grant Announcement. The MA SubCouncil will then propose Round 4 restoration and/or land acquisition projects and present the proposed projects in a Draft RP/SEA for public comment. Selected land acquisition projects will be awarded contracts for Due Diligence work. The results of the Due Diligence work will be submitted to MassDEP for review by the GRT. The RP/SEA will be finalized with selected restoration and/or land acquisition projects and the grant awards can be announced and Grant Contract(s) finalized. The grant funds for restoration projects have a definite limit, as cited in Section 2 of this Grant Announcement.

N. EEA Land Acquisition Policies and Guidance (FOR LAND ACQUISITION PROJECTS ONLY): Applicants must conduct due diligence activities in accordance with the specifications detailed in the then-current EEA policies and specifications as listed and described below:

- “Land Acquisition Policy – Appraisal”, dated January, 2015, and Specifications, dated February 13, 2015
- “Land Acquisition Policy – Title Examination Reports”, dated August 1, 1995
- “Land Acquisition Policy – Environmental Site Assessments”, dated August 1, 1995

- “Land Acquisition Policy – Surveys and Specifications”, dated January 6, 2015

The scope of each Environmental Site Assessment may vary depending on the circumstances but, at a minimum, must include:

- A physical inspection of the property, and if appropriate, surrounding areas, as documented by completion of the "EOEEA Environmental Site Assessment Form," dated June 7, 2010; and
- An inquiry into the historic uses of the property, and, if appropriate, surrounding areas, as documented by completion of the above-referenced form.

The policies and form are available by contacting the MassDEP representative identified in Section 2D.

Conservation Restrictions: Proposed CRs must conform to the requirements set forth by EEA in the Model CR dated May 2018, available at <https://www.mass.gov/service-details/conservation-restriction-review-program>.

O. Opinion of Value (FOR LAND ACQUISITION PROJECTS ONLY): An Opinion of Value by a qualified real estate professional and shall include:

- Qualifications of the real estate professional relating to the preparation of the Opinion of Value;
- The physical and economic property characteristics relevant to the property;
- The purpose of the Opinion of Value;
- Information analyzed, procedures followed, and the reasoning that supports the analyses, opinions, and conclusions;
- Assumptions, hypothetical conditions, and limiting conditions that affected the analysis and Opinion of Value; and
- The effective date of the Opinion of Value.

6. Instructions for Submitting an Application

A. Application Process Overview:

The Grant Application process will consist of the following stages:

1. Proposal/Application Preparation (Timeline August 1, 2018 to October 1, 2018)

Applicants will have two months to prepare project applications, including a completed application form, project location map, project narrative detailing the need for restoration/land acquisition based on the selection criteria, and the feasibility of the project, budget, and other application requirements detailed in Attachment B (Restoration projects) and Attachment F (Land Acquisition projects), of this Grant Announcement. Note that for Land Acquisition projects, applicants must also submit an Opinion of Value and an estimated cost of performing the Due Diligence (as described in Section 5).

2. Application Review (Estimated timeline October 1, 2018 to January 2019)

After applications are evaluated and scored by the GRT, the MA SubCouncil will select projects to include as preferred alternatives in the Draft RR/SEA that will be released for public review and comment. Note that parcel-specific Round 4 Land Acquisition Project Applications and Evaluation

Criteria results will not be available for public review and comment. This more confidential process is intended to accommodate land transaction negotiations that could be adversely affected by the public disclosure of certain information.

3. Draft RP/SEA Public Review and Comment (Estimated timeline January 2019 to February 2019)

The public will have 30 days to review and provide comments to the MA SubCouncil on the Draft RP/SEA and selection of preferred restoration alternatives. A public meeting will be held during the public comment period.

4. Selected Land Acquisition project(s) Due Diligence (Estimated timeline February 2019 to May 2019)

Selected Land Acquisition project(s) will move forward for due diligence analysis. MassDEP will enter into grant contracts with those selected land acquisition project applicants for completion of due diligence activities. Due Diligence information will be due to MassDEP in May 2019 for review and evaluation by the GRT. If results of the due diligence analysis indicate that Land Acquisition of a particular parcel is not feasible, the project will not receive any additional funding and will be eliminated from further consideration. If, after review of the appraisals and other due diligence, the MA SubCouncil selects a project for consideration, the project will be included in the Final RP/SEA.

5. Final RP/SEA and Grant Contract (Estimated timeline is July to August 2019)

Following consideration of public comments received, and due diligence information received for the land acquisition project(s), if any, the MA SubCouncil will release a Final RP/SEA that identifies the final selection of preferred restoration/land acquisition projects and funding amounts. MassDEP will then enter into Grant Contracts with successful applicants to implement these projects.

For Land Acquisition projects, the existing Grant Contract will be amended by MassDEP to provide the approved project with funding for the purchase of the parcel and/or acquisition of necessary mechanism of parcel protection (e.g., Conservation Restrictions, Article 97, Fee Protection).

Land Acquisition projects that are selected for final funding may be eligible to receive funding even if the closing date of the Land Acquisition project occurs prior to the release of the Final RP. However, to remain eligible for funding under this scenario, the closing date of a Land Acquisition project must occur no earlier than the date of the formal issuance of this GAA (August 1, 2018).

B. Application Transmittal Instructions:

The Application, including all required and completed documents, must be delivered to MassDEP no later than the date and time listed in Section 2C of this Grant Announcement: **4:30 pm EST on October 1, 2018. Applications received after that date and time will not be accepted.** Refer to Attachment B (Detailed Application Requirements) for Restoration projects and Attachment F (Detailed Application Requirements) for Land Acquisition projects, of this Grant Announcement for specific requirements.

Applications shall be received by the deadline at:

Massachusetts Department of Environmental Protection
Bureau of Waste Site Cleanup
One Winter Street, 6th Floor

Boston, MA 02108
Re: BWSC-NRD-2018-01
Attn: Thomas M. Potter

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

For Restoration Projects: Refer to Attachments A-D. A complete application package includes a completed "Application" form, Restoration Project Plan and Cost Estimate, and other required documents as specified in Attachment B (Detailed Application Requirements) of this Grant Announcement. The Application Form (Attachment A) has been developed by MassDEP for use in NRD restoration grant announcements. Failure to provide any of the materials requested in the application package may result in the disqualification of the application.

For Land Acquisition Projects: Refer to Attachments E-H. A complete application package includes a completed "Application" form, Land Acquisition Project Plan and Cost Estimate, and other required documents as specified in Attachment F (Detailed Application Requirements) of this Grant Announcement. The Application Form (Attachment E) has been developed by MassDEP for use in NRD Land Acquisition grant announcements. Failure to provide any of the materials requested in the application package may result in the disqualification of the application.

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

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

7. Terms and Conditions of Grant Contract Award

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

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

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

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

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, the referenced terms in these documents, and how the terms apply to their agency, organization or business. A Grantee that fails to comply with the terms and conditions required by this Grant may be terminated from the contract.

After the public comment period on the Draft RP/SEA, selected Land Acquisition project(s) will move forward for due diligence analysis. MassDEP will enter into grant contracts with those selected land acquisition project applicants for completion of due diligence activities. At that time, Grantees will need to sign the Commonwealth's Standard Contract Form, 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>.

The Final RP/SEA will identify the final selection of Round 4 restoration and/or land acquisition projects and funding amounts. MassDEP will then enter into grant contracts with successful applicants. At that time, Grantees will need to sign the Commonwealth's Standard Contract Form, 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>.

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.

8. List of Attachments:

RESTORATION PROJECTS - Attachments A-D

Attachment A: Application – Restoration Project

Attachment B: Detailed Application Requirements – Restoration Project

Attachment C: Supplemental Terms and Conditions – Restoration Project

Attachment D: Conflict of Interest Guidance and Disclosure Statement Form

LAND ACQUISITION PROJECTS - Attachments E-H

Attachment E: Application – Land Acquisition Project

Attachment F: Detailed Application Requirements - Land Acquisition Project

Attachment G: Supplemental Terms and Conditions - Land Acquisition Project

Attachment H: Conflict of Interest Guidance and Disclosure Statement Form

9. List of Acronyms:

ACRONYM	TITLE
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act (federal)
CMR	Code of Massachusetts Regulations
DOI	Department of Interior (federal)
EEA	Executive Office of Energy and Environmental Affairs (Commonwealth of Massachusetts)
GE	General Electric
GRT	Grant Review Team
MA SubCouncil	Massachusetts SubCouncil of the Housatonic River Natural Resources Trustee Council
MassDEP	Massachusetts Department of Environmental Protection
M.G.L.	Massachusetts General Laws
MOA	Memorandum of Agreement
NOAA	National Oceanic and Atmospheric Administration (federal)
NRD	Natural Resources Damages
NRDAR	Natural Resources Damage Assessment and Restoration
PEA	Programmatic Environmental Assessment
RP/SEA	Restoration Plan and Supplemental Environmental Assessment
RPSP	Restoration Project Selection Procedure
USFWS	U.S. Fish and Wildlife Service (federal)

ATTACHMENT A – RESTORATION PROJECT

APPLICATION RESTORATION PROJECT

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

A. APPLICANT INFORMATION

Applicant Name: _____

Mailing Address: _____

City/Town: _____ State: _____ Zip: _____

Applicant website (if applicable): _____

Type of Entity:

- | | | |
|--|--|---|
| <input type="checkbox"/> Private Individual | <input type="checkbox"/> Non-profit Organization | <input type="checkbox"/> State Government |
| <input type="checkbox"/> Federal Government | <input type="checkbox"/> Tribal Government | <input type="checkbox"/> Municipal Government |
| <input type="checkbox"/> County Government | <input type="checkbox"/> Corporation/Business | <input type="checkbox"/> Academic Institution |
| <input type="checkbox"/> Other (explain) _____ | | |

B. CONTACT PERSON

Name: _____ Title: _____

Mailing Address: _____

City/Town: _____ State: _____ Zip: _____

Email address: _____

Telephone: _____ Fax: _____

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

Name: _____ Title: _____

C. PROJECT INFORMATION

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

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

Project Location (street address, geographic landmarks):

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

Project Location Map:

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

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

Project Site Access, Control, and Protection:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

If so, are the rights of access granted by:

☐ Easement ☐ Long Term Lease ☐ Written Permission

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

Project Site Potential Contamination:

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

☐ Yes ☐ No ☐ Unknown

If yes, please briefly describe:

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

Is the Applicant aware of information suggesting that the property where the project is to occur may be potentially contaminated with solid waste as defined in the Site Assignment Regulations for Solid Waste Facilities at 310 CMR 16.00?

☐ Yes ☐ No ☐ Unknown

If yes, please briefly describe:

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

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

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

Describe the following items in the project description:

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

Note that the project description should be consistent with the task details provided in the Work and Cost Plan to be submitted in accordance with Attachment B (Detailed Proposal Requirements).

Project Partner/Subcontractor (If applicable):

Provide the name of the firm or organization with whom you plan to partner/subcontract to complete

the proposed project.

Name: _____

Mailing Address: _____

City/Town: _____ State: _____ Zip: _____

Applicant website (if applicable): _____

Type of Entity:

- | | | |
|--|--|---|
| <input type="checkbox"/> Private Individual | <input type="checkbox"/> Non-profit Organization | <input type="checkbox"/> State Government |
| <input type="checkbox"/> Federal Government | <input type="checkbox"/> Tribal Government | <input type="checkbox"/> Municipal Government |
| <input type="checkbox"/> County Government | <input type="checkbox"/> Corporation/Business | <input type="checkbox"/> Academic Institution |
| <input type="checkbox"/> Other (explain) _____ | | |

Project Readiness:

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

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

Project Benefits:

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

Summary of Project Benefits	

Authorizing Statement

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

Signature of Applicant

Date _____

Name of Applicant

ATTACHMENT B – RESTORATION PROJECT

Detailed Application Requirements – Restoration Project

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 (US) Customary Units (miles, yards, feet, inches, acres, pounds, tons, etc.) and all cost proposals and monetary figures in US currency (US dollars).

B. Required Structure and Content for the Application

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

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

Applicants are advised that MassDEP does not require elaborate applications enhanced by publication-type, high-quality features such as elaborate covers or inserts, glossy or other publication-quality attributes. Visual appearance and high production value are not features that will be used in the evaluation process to determine the merits of the proposed project. In addition, extraneous materials that have not been requested in this Grant Announcement will be removed prior to the GRT receiving their copies. Grant applications must comply with the proposal submittal requirements specified in this Grant Announcement, as well as provide clear, concise and well written narratives that will enable the 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	
	Application Coversheet (see template at end of this section.)
Section 1	Application (Grant Announcement Attachment A)
Section 2	Restoration Project Work Plan and Cost Estimate
Section 3	Key Personnel Resumes

Section 4	One (1) copy of Letter(s) of Commitment from Project Partners (if applicable).
Section 5	One (1) copy of Letter(s) Confirming Site Access to potential project restoration project sites, whether public or privately owned.
Section 6	Conflict of Interest Guidance and Disclosure Certification Statement (Grant Announcement Attachment D)
CD Disk	Provide ONE electronic copy of the entire submittal in PDF format in an unlocked file.

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

Application Coversheet

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

Section 1. Application (Grant Announcement Attachment A)

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

Section 2. Restoration Project Work Plan and Cost Estimate

The restoration project Work Plan and Cost Estimate provides the MassDEP and GRT with a description of the Applicant’s approach and costs for implementing the work. The project Work Plan and Cost Estimate, will serve as the scope-of-services for the contract if the Applicant is awarded a grant contract.

Task Descriptions

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

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

a discrete task. Items that should be included in the project and task descriptions, where applicable, include the following:

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

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

Project Schedule

The restoration project Work Plan and Cost Estimate shall include a project milestone schedule by task and, where appropriate, by milestone. The schedule can be defined by actual dates (example: June 30, 2020), or by project phase duration. The project schedule can be presented in a table form or a graphic form, as long as the schedule is clear and easily understood.

Project Management Plan

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

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

Project Personnel Organization Chart

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

Example Task Descriptions

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

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

The Applicant should provide a task for the activities to administer and manage the project, including preparing the reports to be submitted to the MassDEP NRD Trustee Representative, as defined in the Grant Announcement Attachment C, #12 which requires all projects to have quarterly progress reports. The costs associated with preparing these progress reports can be budgeted in Task 1.

Example Task 2: Project Plans, Specifications and/or Permits: If the project requires additional plans or design documents or permits, a separate task for these activities would likely be appropriate, since these activities are normally performed separately from the implementation of the construction or other field activities. This task could include preparation of documents needed to specify the details for construction or other implementation requirements. If permitting is required, it may be included here.

Example Task 3: Implementation/Construction: One or more phases of implementation/construction can be a single task, or be divided into tasks if the project has reasonably discrete work items that make a subdivision of tasks appropriate.

Example Task 4: Monitoring and Evaluation Plan: If appropriate to the project, a monitoring and evaluation plan may be required that describes the data to be collected within the project performance period by the Applicant or others to help determine whether the project has been effective and successful.

Example Task 5: Draft and Final Reports: A draft final report and a final report shall be prepared after the project is complete, and if appropriate, the work required to prepare these reports could be presented as a separate task. The NRD Program and other state, federal and local agencies, as well as public and private stakeholder groups will use these reports. Final reports produced under these grants must be comprehensive, professionally written and produced, and contain useful

recommendations based on sound technical assessment/planning information gathered during the project. One (1) original, one (1) copy and an electronic version for potential posting on MassDEP's web page or to produce more copies if needed will be required. The work required to accomplish the report preparation and finalization could be significant enough to merit identifying draft and final reports as a discrete project task.

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

Geographic Information System (GIS) Work

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

Project Budget Summary Forms

Applicants must provide a detailed project budget, presented by task; refer to the Project Budget Summary Form provided below as an example. Narratives that describe each of the cost items used to build the task costs and total budget must be provided in the restoration project Work Plan and Cost Estimate task descriptions as described earlier in this section.

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

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

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

Labor – Identify the number of Applicant's staff and any personnel required to complete the project, the estimated number of hours that each staff will work, and the hourly rate for each staff. Hourly

rates must be inclusive of all benefits and other labor overhead. Include in this category administrative, clerical, bookkeeping, and other support staff services that would be reimbursed by the NRD funding (unless these activities are sub-contracted; if so, indicate under Sub-Contracted Services).

Sub-contracted Services – Indicate the dollar value of any services to be provided by others hired under sub-contract for professional services. This category includes, but is not limited to, consultant services, materials, equipment, data processing, printing, and laboratory testing. Identify the specific service(s) to be performed.

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

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

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

Section 3: Key Personnel Resumes

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

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

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

Section 5: Letter(s) Confirming Site Access

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

Section 6: Conflict of Interest Guidance and Disclosure Statement

All Applicants must review, understand and certify that, to the best of their knowledge, 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), Clause 10. The Applicant's signatory must sign the certification statement provided in Attachment D (Conflict of Interest Guidance and Disclosure Certification Statement Form).

C. Submitting the Application

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

The applications must be clearly subdivided into the 6 sections described above in Subsection B of this Attachment (Required Structure and Content for the Application). The content of each section should comply with the required information. The preferred format is for the proposals to be submitted in three-ring binders, one for each proposal. However, this is not a requirement as long as the proposal pages are clearly subdivided into the 6 sections, not including the required coversheet, and the pages are reasonably secured so as not to be easily dislodged when the proposal package is opened.

The Grant Announcement and required application and its components are structured to address a wide range of scale and cost projects that may be proposed, and proposals for smaller scale and cost projects would not necessarily require as extensive a response to all of the components of the submittals that are required in the proposal. However, each of the components is important in conveying information to the GRT, as well as meeting the requirements of the Commonwealth. The Applicant is advised that each application must address each of the 6 sections required in the proposal, even if the response for that section is brief.

The following table provides the requirements for submitting the proposals:

Application Item		Requirement	Number of Copies
1	"Original #1" and Original #2- Complete Application - Coversheet and Sections 1 through 6.	Complete copies marked on outside cover as "Original".	2 originals
2	"Copy" – Complete Application – Coversheet and Sections 1 through 6.	Copies, with the outside covered marked "Copy".	5 copies.
3	Computer CD or DVD [Complete Application]	A Compact Disk (CD) or DVD disk with a copy of the complete proposal (Application Coversheet and Sections 1-6), all sections in Adobe PDF format in an unlocked file. The disk shall be clearly marked with the name of the Applicant, the Grant Announcement No. BWSC–NRD-2018–01, the project name, and the date.	

APPLICATION COVERSHEET – RESTORATION PROJECT

Grant Announcement NO. BWSC-NRD-2018-01
Housatonic River Natural Resource Damages Fund
Round 4 Restoration Project Proposals
MassDEP NRD Assessment and Restoration Program
Massachusetts SubCouncil to Housatonic River Natural Resource Trustee Council

Check box on right to indicate which of the required documents this is.	
ORIGINAL #1 COMPLETE APPLICATION	
ORIGINAL #2 COMPLETE APPLICATION	
COPY OF APPLICATION SECTIONS	COPY NUMBER: _____ of 5

Name of Applicant:	
Name of Project:	

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

Task Description	Proposed Cost	Other Contributions Cash or in-Kind (Committed)	Other Contributions Cash or in-Kind (Not-Committed)	Total Cost
TASK 1 – Project Management				
a) Labor				
b) Materials, Equipment and Supplies				
<i>Subtotal Task 1</i>				
Task 2 – Permitting/Design				
a. Labor				
b. Materials, Equipment and Supplies				
c. Contracted Services				
d. Other				
<i>Subtotal Task 2</i>				
TASK 3 – Implementation/ Construction				
a. Labor				
b. Materials, Equipment and Supplies				
c. Contracted Services				
d. Other				
<i>Subtotal Task 3</i>				
TASK 4 – Monitoring and Evaluation Plan				
a. Labor				
b. Materials, Equipment and Supplies				
c. Other				
<i>Subtotal Task 4</i>				
TASK 5 – Reports				
a. Labor				
b. Materials, Equipment and Supplies				
c. Other				
<i>Subtotal Task 5</i>				
TOTAL BUDGET				

ATTACHMENT C – RESTORATION PROJECT

Supplemental Terms and Conditions – Restoration Project

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

- 1. Electronic Communication/Update of Grantees' Contact Information:** It is the responsibility of the Grantee to keep current the email address of the Grantee's contact person and prospective contract manager, and to monitor that email inbox for communications from MassDEP, including requests for clarification. MassDEP and the Commonwealth assume no responsibility if a Grantee's designated email address is not current, or if technical problems, including those with the Grantee's computer, network or internet service provider (ISP) cause email communications sent to/from the Grantee and MassDEP to be lost or rejected by any means including email or spam filtering.
- 2. Contract Expansion:** If additional funds become available during the grant contract duration period, MassDEP reserves the right to increase the maximum obligation to some or all contracts executed as a result of this Grant Announcement or to execute contracts with Grantees not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.
- 3. Compensation and Payment of Grant Funds:**
Costs which are not specifically identified in the Applicant's response, and/or accepted by MassDEP as part of a Grant Contract, will not be compensated under any contract awarded pursuant to this Grant Announcement. The Commonwealth will not be responsible for any costs or expenses incurred by Applicants responding to this Grant Announcement.

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

- a. Payment for Services Delivered:** Contracts will be paid on a reimbursement of costs basis and under maximum obligation contract basis. The payment procedure for awards is reimbursement for costs incurred for the project during the contract period. Only project costs incurred during the contract period will be eligible for payment.
- b. Payment only for MassDEP Accepted Services:** Compensation will be made for services delivered and accepted by MassDEP's NRD Trustee Representative 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's (e.g. Restoration project Work Plan and Cost Estimate) and/or accepted by MassDEP as part of a contract,

- will not be compensated under any grant contract awarded pursuant to this Grant;
- Costs incurred after the end date of the Grant Contract will be ineligible for payment;
- Grantees are at risk for non-payment of claims that exceed the MassDEP approved budget for the project, and cost elements within the project that are tracked as part of the financial management and reporting requirements as determined on a project specific basis; and
- The Commonwealth will not be responsible for any costs or expenses incurred by the Applicants responding to this Grant Announcement.

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

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

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

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

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

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

- the title of the line item being claimed (e.g. Task 1 Project Management, labor),
- the approved budget for the line item;
- if the line item is to be paid on a percent complete, or other milestone basis such as a project

phase, there should be a column providing the percent complete claimed, or the milestone completed;

- the amount claimed for the line item for the time period over which the claim for compensation is being made;
- the total cumulative cost for the line item for payment, including the current claim amount;
- the total remaining budget for each line item;
- a total for each column at the bottom of each column; and
- a single separate line amount labeled “Current Invoice for Payment”, or “Payment Due”, or other phrase to identify the exact amount being claimed for payment for the period of services. This will be the amount paid if the invoice is approved by MassDEP.

The Invoice Summary Sheet must 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 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, but is not limited to, items such as copies of bills and invoices from subcontractors, laboratories, travel expenses when lodging or vehicle rental is required, police detail bills, permit fees, purchases of equipment, materials and supplies that exceed certain cost thresholds, etc. In some cases, where construction services from a subcontractor are included, MassDEP may require daily and/or weekly labor and equipment use logs from the construction contractors. The required supporting documentation will be determined on a project specific basis by MassDEP; however, the Grantee may assume that the items cited in this clause will be required.

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

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

ST-2 or ST-5 may be applicable depending on the nature of the Grantee.

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

4. 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:

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

The current NRD Trustee Representative is: Thomas M. Potter, MassDEP, BWSC, Boston Office

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

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

Co-approval is defined, for this contract, to mean the Grantee must receive the written approval of both the NRD Trustee Representative and Contract Administrator before the Grantee can implement the work, and incur costs eligible for compensation. 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 the NRD Trustee Representative and the NRD Contract Administrator, approval and signature "for" authority may be delegated to other MassDEP staff, as appropriate.

Written approval, as defined for this contract, is any written documentation from the NRD Trustee Representative and/or Contract Administrator clearly approving the project item. This includes e-mails as well as letters from the NRD Trustee Representative and Contract Administrator.

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

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

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

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

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

9. Confidential Information: The Grantee acknowledges that, in the performance of this Contract, it may acquire information that MassDEP 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, and/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 of the Confidentiality Provision to Subcontractors: The Grantee shall include language in agreements with each of its Subcontractors, which binds the Subcontractors to compliance with the confidentiality provisions of this Contract.

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

The Applicant or Grantee must document its assurance that, to the best of the Applicant's or Grantee's knowledge, no COI exists, or that any real, potential or appearance of a conflict of interest 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 goods or services under the contract from a business or other entity where the members of the Applicant or Grantee have a family or other significant personal relationship with the owners or partners, or where the members of the Applicant or Grantee have part ownership or other monetary interest in the business or other entity;
- Purchase goods or services, or award subcontracts without an appropriate and fair competitive process; and
- The Grantee has an undisclosed motive for the project not consistent with the goals of the MassDEP NRD Program.

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

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

Grantees' 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, including any state or federal sites, that might pose an actual, potential or appearance of a conflict of interest. The Grantee's affirmative duty under this provision includes all circumstances where the Grantee's

personnel, its subcontractor's personnel, or the Grantees' organization were or are a party to receiving any personal monetary or personal gain not directly related to the goals and objectives of the project.

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

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

- To require the Grantee to take any action necessary to remove the conflict; or
- To require the Grantee to propose a plan to mitigate the conflict that will be evaluated by MassDEP; or
- If the conflict cannot be mitigated to an extent satisfactory to 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 COI during the implementation of the project. The written disclosure must, at a minimum:

- describe the condition where an actual, potential or 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 of the Conflict of Interest Provisions to Subcontractors: The Grantee shall include language in agreements with each of its Subcontractors, which binds the Subcontractors to compliance with the confidentiality provisions of this Contract.

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

employees, agents, subcontractors, or representatives shall be grounds for termination of the Contract regardless of whether such activity constitutes a violation of any applicable criminal or other statute.

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

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

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

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

12. 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 NRD Trustee Representative. Projects will have progress reports, with the timing and number to be determined by the MassDEP NRD Trustee Representative 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 has been funded through the Natural Resource Damage Assessment and Restoration (NRDAR) Programs of the Massachusetts Department of Environmental Protection and the U.S. Fish and Wildlife Service, using funding via the Massachusetts SubCouncil of the Housatonic River Natural Resource Trustees as part of a legal settlement with General Electric Company for releasing polychlorinated biphenyls into the Housatonic River and its floodplain. The contents do not necessarily reflect the views and policies of USFWS or of MassDEP, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

ATTACHMENT D - RESTORATION PROJECT
Conflict of Interest Guidance and Disclosure Statement Form

Project Name: _____

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 appearance of a conflict of interest for this project as defined in the Grant Announcement and its Attachments, or that the Applicant/Grantee has disclosed, in writing, all such relevant information to the MassDEP NRD Trustee Representative and Contract Administrator.

The Applicant/Grantee agrees that if an actual, apparent or potential conflict of interest is discovered at any time after award, whether before or during performance, the Applicant/Grantee will immediately make a full disclosure in writing to the MassDEP NRD Trustee Representative and Contract Administrator. This disclosure shall include a description of actions which the Applicant/Grantee 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 Contract will also apply to any and all subcontractors and/or consultants that may be selected and used on this Grant Contract. Further, the Applicant/Grantee agrees that a COI Guidance and Disclosure Statement Form 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 Grant Contract.

Signed: _____ Date: _____

Printed or Typed Name of Authorized Signatory: _____

Title of Signatory: _____

Applicant/Grantee Name: _____

ATTACHMENT E – LAND ACQUISITION PROJECT

APPLICATION LAND ACQUISITION PROJECT

This application and the detailed Land Acquisition Project Plan and Cost Estimate that are attached are the documents that will be evaluated to determine if the project is selected for funding and implementation.

A. APPLICANT INFORMATION

Applicant Name: _____

Mailing Address: _____

City/Town: _____ State: _____ Zip: _____

Applicant website (if applicable): _____

Type of Entity:

- | | | |
|--|--|---|
| <input type="checkbox"/> Private Individual | <input type="checkbox"/> Non-profit Organization | <input type="checkbox"/> State Government |
| <input type="checkbox"/> Federal Government | <input type="checkbox"/> Tribal Government | <input type="checkbox"/> Municipal Government |
| <input type="checkbox"/> County Government | <input type="checkbox"/> Corporation/Business | <input type="checkbox"/> Academic Institution |
| <input type="checkbox"/> Other (explain) _____ | | |

B. CONTACT PERSON

Name: _____ Title: _____

Mailing Address: _____

City/Town: _____ State: _____ Zip: _____

Email address: _____

Telephone: _____ Fax: _____

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

Name: _____ Title: _____

C. PARCEL INFORMATION

Please complete this section for **each** parcel that is part of the proposal. Include copies of this section for multiple parcels.

Total Number of Parcels in Project: _____ Parcel Number: _____

This Parcel Information is being completed for:

A parcel or interest in a parcel **to be purchased**:

☐ Fee ☐ Conservation Restriction

A parcel or interest in a parcel **to be donated (may be matching):**

☐ Fee ☐ Conservation Restriction

Total Parcel Acreage: _____

Parcel Information:

Owner: _____

Location: _____

Assessors' Sheet#: _____ Lot #: _____

Opinion of Value/Appraisal: Please Refer to Section 6; the Proposal requires an Opinion of Value. Only those projects selected for advancement for due diligence would **require** an Appraisal. If a current appraisal is available during the proposal stage, it may be submitted with this application in lieu of an Opinion of Value.

Please refer to Section 5N of this Grant Announcement and the EEA "Land Acquisition Policy – Appraisal", dated January, 2015, and Specifications, dated February 13, 2015 to determine the specifications for acceptable appraisals.

Please check one:

☐ Full Narrative Appraisal

☐ Opinion of Value

Appraiser: _____

Valuation: _____

Date of Appraisal or Opinion of Value: _____

(Note: Appraisal or Opinion of Value can be dated no earlier than one year prior to the Application submission deadline).

Conservation Restriction (CR):

For projects in which only the CR will be acquired, to what entities do you intend to convey a Conservation Restriction or partial interest therein?

Organization Name: _____

Contact Person: _____

Mailing Address: _____

City/Town: _____ State: _____ Zip: _____

Email address: _____

Telephone: _____ Fax: _____

Public Interest served by CR: _____

Attributes that will be protected by CR (e.g. open space preservation, protection of wildlife habitat, etc., see Final Round 3 RP/SEA for discussion and list of attributes):

What activities will be allowed? And what activities will be restricted in order to protect the attributes?

The language for the Draft CR (refer to Model CR dated May 2018, available at <https://www.mass.gov/service-details/conservation-restriction-review-program>. Submit additional pages if necessary.

D. PROJECT INFORMATION

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

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

widely distributed to inform stakeholders and the public.

Project Location (street address, geographic landmarks):

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

Project Location Map:

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

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

Project Site Potential Contamination:

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

☐ Yes ☐ No ☐ Unknown

If yes, please briefly describe:

Any required remedial action to address the contamination must be completed in accordance with applicable state and federal regulations prior to or concurrent with the completion of the due diligence (estimated to be May 2019).

Is the Applicant aware of information suggesting that the property where the project is to occur may be potentially contaminated with solid waste as defined in the Site Assignment Regulations for Solid Waste Facilities at 310 CMR 16.00?

☐ Yes ☐ No ☐ Unknown

If yes, please briefly describe:

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

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

The project description must provide sufficient detail for the GRT to assess the feasibility of the project and its ability to achieve restoration goals. The project description must contain the following information and provide sufficient detail for the evaluation of the proposed project in terms of benefit to the resource.

Describe the following items in the project description:

1. The Project and its major components;
2. How the project will be implemented;
3. The general schedule for completion of the project;
4. The ongoing maintenance and care that will be required after completion, and who will be responsible for the maintenance and care, if required (note that this grant award will not fund for operation and maintenance care);
5. The appropriate metrics that you will use to measure and quantify restoration benefits;
6. How the proposed project will benefit natural resources and/or services that were injured; and
7. The Community or neighborhood involvement in the planning and implementation of the project.

Note that the project description should be consistent with the task details provided in the Land Protection Plan and Cost Estimate to be submitted in accordance with Attachment B (Detailed Application Requirements).

Project Partner/Subcontractor (If applicable):

Provide the name of the firm or organization with whom you plan to partner/subcontract to complete the proposed project.

ATTACHMENT F – LAND ACQUISITION PROJECT

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 (US) Customary Units (miles, yards, feet, inches, acres, pounds, tons, etc.) and all cost proposals and monetary figures in US currency (US dollars).

B. Required Structure and Content for the Application

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

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

Applicants are advised that MassDEP does not require elaborate applications enhanced by publication-type, high-quality features such as elaborate covers or inserts, glossy or other publication-quality attributes. Visual appearance and high production value are not features that will be used in the evaluation process to determine the merits of the proposed project. In addition, extraneous materials that have not been requested in this Grant Announcement will be removed prior to the GRT receiving their copies. Grant applications must comply with the proposal submittal requirements specified in this Grant Announcement, as well as provide clear, concise and well written narratives that will enable the 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	
	Application Coversheet (see template at end of this section.)
Section 1	Application (Grant Announcement Attachment A)
Section 2	Land Acquisition Project Plan Cost Estimate

Section 3	Key Personnel Resumes
Section 4	One (1) copy of Letter(s) of Commitment from Project Partners (if applicable).
Section 5	Conflict of Interest Guidance and Disclosure Certification Statement (Grant Announcement Attachment D)
CD Disk	Provide ONE electronic copy of the entire submittal in PDF format in an unlocked file.

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

Application Coversheet

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

Section 1. Application (Grant Announcement, Attachment E)

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

Section 2. Land Acquisition Plan and Cost Estimate

The Land Acquisition Plan and Cost Estimate provide the MassDEP and GRT with a description of the Applicant’s approach and costs for implementing the work. The Land Acquisition Plan and Cost Estimate, consisting of task descriptions, project schedule, project management plan, project personnel organization chart, and project budget, will serve as the Scope of Services for the contract if the Applicant is awarded a Grant Contract.

Task Descriptions

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

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

a discrete task. Items that should be included in the project and task descriptions, where applicable, include the following:

- Identify to the best of your ability who will be performing each project task and whether the work will be done by applicant or by an external firm or group, including project partners and subcontractors, if applicable;
- Identify any planning or permitting activities that must be completed prior to project implementation, including the name of the permit or approval, the name of the entity with authority to grant or deny the permit or approval, and the current status of the permit or approval (e.g., not yet applied, pending, granted, denied, under appeal); and
- Include an operation and maintenance plan, as appropriate, and describe the appropriate legal, financial, and operational mechanisms that are or will be in place to conduct operation and maintenance to ensure sustained public use or other long term benefits.

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

Project Schedule

The Land Acquisition Plan and Cost Estimate shall include a project milestone schedule by task and, where appropriate, by milestone. The schedule can be defined by actual dates (example: June 30, 2017), or by project phase duration. The project schedule can be presented in a table form or a graphic form, as long as the schedule is clear and easily understood.

Project Management Plan

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

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

Project Personnel Organization Chart

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

Example Task Descriptions

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

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

The Applicant should provide a task for the activities to administer and manage the project, including preparing the reports to be submitted to the MassDEP NRD Trustee Representative, as defined in the Grant Announcement Attachment G, #12 which requires all projects to have quarterly progress reports. The costs associated with preparing these progress reports can be budgeted in Task 1.

Example Task 2: Due Diligence: This task could include all activities to complete the due diligence required for the property acquisition, including but not limited to title search, surveys, appraisals, preliminary work on conservation restriction, and environmental site assessment. See the example Budget Summary Form.

Example Task 3: Property Acquisition: If a project is selected for final funding of a Grant Award following due diligence review, this would include the purchase of the parcel and/or acquisition of the necessary mechanism of parcel protection (e.g. Conservation Restriction).

Example Task 4: Due Diligence Analysis Report: A Due Diligence Analysis report shall be prepared as part of the due diligence activities. The MassDEP and the MA SubCouncil will use this due diligence report to select land acquisition projects for final funding for the purchase of the parcel and/or acquisition of necessary mechanism of parcel protection. A Due Diligence Analysis report produced under this grant must be comprehensive, professionally written and produced, and contain useful recommendations based on sound technical assessment/planning information gathered during the project. One (1) original, one (1) copy and an electronic version for potential posting on MassDEP's web page or to produce more copies if needed will be required.

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

Geographic Information System (GIS) Work

GIS work could be a component of one or more tasks. If so, GIS work should be described as a sub-task in the Work Plan and Cost Estimate and the description should provide information on the type of database(s) that will be used, describe any ground-truthing of information, and state scale of maps to

be produced. Additionally, at the end of the project, all GIS data files shall be delivered to MassDEP, on disk in ArcInfo export format with meta-data documentation, or upon request, in an alternative format as specified by MassDEP.

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Land Acquisition Project Budget Summary Forms

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

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

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

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

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

Sub-contracted Services – Indicate the dollar value of any services to be provided by others hired under sub-contract for professional services. This category includes, but is not limited to, consultant services, materials, equipment, data processing, printing, and laboratory testing. Identify the specific service(s) to be performed.

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

Travel – Indicate travel costs that are essential to conduct the project. Explain expected travel destination(s), purpose of travel, number of people traveling, and number of trips to be made. Travel

rates may not exceed current state employee rates for meals, lodging, and mileage.

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

Section 3: Key Personnel Resumes

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

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

One copy of any letter(s) confirming commitments of other entities involved in the project is required. Letters from entities not providing access, funding or in-kind services to the project but supporting its goals and objectives are not required but can be included. *Note that a letter of interest or commitment from the land owner is a requirement of due diligence, but is not required as a component of this application.*

Section 5: 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), Clause 10. The Applicant's signatory must sign the certification statement provided in Attachment D (Conflict of Interest Guidance and Disclosure Certification Statement Form).

C. Submitting the Application

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

The applications must be clearly subdivided into the 5 sections described above in Subsection B of this Attachment (Required Structure and Content for the Application). The content of each section should comply with the required information. The preferred format is for the proposals to be submitted in three-ring binders, one for each proposal. However, this is not a requirement as long as the proposal pages are clearly subdivided into the 5 sections, not including the required coversheet, and the pages are reasonably secured so as not to be easily dislodged when the proposal package is opened.

The Grant Announcement and required application and its components are structured to address a wide range of scale and cost projects that may be proposed, and proposals for smaller scale and cost projects would not necessarily require as extensive a response to all of the components of the submittals that are required in the proposal. However, each of the components is important in conveying information to the GRT, as well as meeting the requirements of the Commonwealth. The

Applicant is advised that each application must address each of the 5 sections required in the proposal, even if the response for that section is brief.

The following table provides the requirements for submitting the proposals:

Application Item		Requirement	Number of Copies
1	"Original #1" and Original #2- Complete Application - Coversheet and Sections 1 through 5.	Complete copies marked on outside cover as "Original"	2 originals
2	"Copy" – Complete Application – Coversheet and Sections 1 through 5 only.	Copies of only Proposal Sections 1 through 5, with the outside covered marked "Copy".	5 copies.
3	Computer CD or DVD [Complete Application]	A Compact Disk (CD) or DVD disk with a copy of the complete proposal (Application Coversheet and Sections 1-5), all sections in Adobe PDF format in an unlocked file. The disk shall be clearly marked with the name of the Applicant, the Grant Announcement No. BWSC–NRD-2018-01, the project name, and the date.	

APPLICATION COVERSHEET – LAND ACQUISITION PROJECT

Grant Announcement NO. BWSC-NRD-2018-01
Housatonic River Natural Resource Damages Fund
Round 4 Restoration Project Proposals
MassDEP NRD Assessment and Restoration Program
Massachusetts SubCouncil to Housatonic River Natural Resource Trustee Council

Check box on right to indicate which of the required documents this is.	
ORIGINAL #1 COMPLETE APPLICATION	
ORIGINAL #2 COMPLETE APPLICATION	
COPY OF APPLICATION SECTIONS 1 – 5 ONLY	COPY NUMBER: _____ of 5

Name of Applicant:	
Name of Project:	

Land Acquisition Project Budget Summary Form - EXAMPLE

Task Description	Proposed Cost	Other Contributions Cash or in-Kind (Committed)	Other Contributions Cash or in-Kind (Not-Committed)	Total Cost
TASK 1 – Project Management				
a. Labor				
b. Materials, Equipment and Supplies				
c. Travel				
<i>Subtotal Task 1</i>				
TASK 2 - Due Diligence				
a. Labor				
b. Contracted Services				
c. Materials, Equipment and Supplies				
d. Travel				
e. Other				
<i>Subtotal Task 2</i>				
TASK 3 – Property Acquisition				
a. Labor				
b. Cost of Parcel				
c. Materials, Equipment and Supplies				
<i>Subtotal Task 3</i>				
TASK 4 – Due Diligence Analysis Report				
d. Labor				
e. Materials, Equipment and Supplies				
f. Other				
<i>Subtotal Task 4</i>				
TOTAL (all Tasks)				

ATTACHMENT G – LAND ACQUISITION PROJECT

Supplemental Terms and Conditions

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

- 1. Electronic Communication/Update of Grantees' Contact Information:** It is the responsibility of the Grantee to keep current the email address of the Grantee's contact person and prospective contract manager, and to monitor that email inbox for communications from MassDEP, including requests for clarification. MassDEP and the Commonwealth assume no responsibility if a Grantee's designated email address is not current, or if technical problems, including those with the Grantee's computer, network or internet service provider (ISP) cause email communications sent to/from the Grantee and MassDEP to be lost or rejected by any means including email or spam filtering.
- 2. Contract Expansion:** If additional funds become available during the grant contract duration period, MassDEP reserves the right to increase the maximum obligation to some or all contracts executed as a result of this Grant Announcement or to execute contracts with Grantees not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.
- 3. Compensation and Payment of Grant Funds:**
Costs which are not specifically identified in the Applicant's response, and/or accepted by MassDEP as part of a Grant Contract, will not be compensated under any contract awarded pursuant to this Grant Announcement. The Commonwealth will not be responsible for any costs or expenses incurred by Applicants responding to this Grant Announcement.

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

- a. Payment for Services Delivered:** Contracts will be paid on a reimbursement of costs basis and under maximum obligation contract basis. The payment procedure for awards is reimbursement for costs incurred for the project during the contract period. Only project costs incurred during the contract period will be eligible for payment.
- b. Payment only for MassDEP Accepted Services:** Compensation will be made for services delivered and accepted by MassDEP's NRD Trustee Representative 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's Land Acquisition Plan and Cost Estimate and/or accepted by MassDEP as part of a contract, will not be

- compensated under any grant contract awarded pursuant to this Grant;
- Costs incurred after the end date of the Grant Contract will be ineligible for payment;
- Grantees are at risk for non-payment of claims that exceed the MassDEP approved budget for the project, and cost elements within the project that are tracked as part of the financial management and reporting requirements as determined on a project specific basis; and
- The Commonwealth will not be responsible for any costs or expenses incurred by the Applicants responding to this Grant Announcement.

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

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

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

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

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

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

- the title of the line item being claimed (e.g. Task 1 Project Management, labor),
- the approved budget for the line item;
- if the line item is to be paid on a percent complete, or other milestone basis such as a project

phase, there should be a column providing the percent complete claimed, or the milestone completed;

- the amount claimed for the line item for the time period over which the claim for compensation is being made;
- the total cumulative cost for the line item for payment, including the current claim amount;
- the total remaining budget for each line item;
- a total for each column at the bottom of each column; and
- a single separate line amount labeled “Current Invoice for Payment”, or “Payment Due”, or other phrase to identify the exact amount being claimed for payment for the period of services. This will be the amount paid if the invoice is approved by MassDEP.

The Invoice Summary Sheet must 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 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, but is not limited to, items such as copies of bills and invoices from subcontractors, laboratories, travel expenses when lodging or vehicle rental is required, police detail bills, permit fees, purchases of equipment, materials and supplies that exceed certain cost thresholds, etc. In some cases, where construction services from a subcontractor are included, MassDEP may require daily and/or weekly labor and equipment use logs from the construction contractors. The required supporting documentation will be determined on a project specific basis by MassDEP; however, the Grantee may assume that the items cited in this clause will be required.

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

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

ST-2 or ST-5 may be applicable depending on the nature of the Grantee.

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

4. 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:

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

The current NRD Trustee Representative is: Thomas M. Potter, MassDEP, BWSC, Boston Office

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

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

Co-approval is defined, for this contract, to mean the Grantee must receive the written approval of both the NRD Trustee Representative and Contract Administrator before the Grantee can implement the work, and incur costs eligible for compensation. 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 the NRD Trustee Representative and the NRD Contract Administrator, approval and signature "for" authority may be delegated to other MassDEP staff, as appropriate.

Written approval, as defined for this contract, is any written documentation from the NRD Trustee Representative and/or Contract Administrator clearly approving the project item. This includes e-mails as well as letters from the NRD Trustee Representative and Contract Administrator.

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

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

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

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

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

9. Confidential Information: The Grantee acknowledges that, in the performance of this Contract, it may acquire information that MassDEP 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, and/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 of the Confidentiality Provision to Subcontractors: The Grantee shall include language in agreements with each of its Subcontractors, which binds the Subcontractors to compliance with the confidentiality provisions of this Contract.

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

The Applicant or Grantee must document its assurance that, to the best of the Applicant's or Grantee's knowledge, no COI exists, or that any real, potential or appearance of a conflict of interest 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 goods or services under the contract from a business or other entity where the members of the Applicant or Grantee have a family or other significant personal relationship with the owners or partners, or where the members of the Applicant or Grantee have part ownership or other monetary interest in the business or other entity;
- Purchase goods or services, or award subcontracts without an appropriate and fair competitive process; and
- The Grantee has an undisclosed motive for the project not consistent with the goals of the MassDEP NRD Program.

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

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

Grantees' 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, including any state or federal sites, that might pose an actual, potential or appearance of a conflict of interest. The Grantee's affirmative duty under this provision includes all circumstances where the Grantee's

personnel, its subcontractor's personnel, or the Grantees' organization were or are a party to receiving any personal monetary or personal gain not directly related to the goals and objectives of the project.

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

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

- To require the Grantee to take any action necessary to remove the conflict; or
- To require the Grantee to propose a plan to mitigate the conflict that will be evaluated by MassDEP; or
- If the conflict cannot be mitigated to an extent satisfactory to 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 COI during the implementation of the project. The written disclosure must, at a minimum:

- describe the condition where an actual, potential or 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 of the Conflict of Interest Provisions to Subcontractors: The Grantee shall include language in agreements with each of its Subcontractors, which binds the Subcontractors to compliance with the confidentiality provisions of this Contract.

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

employees, agents, subcontractors, or representatives shall be grounds for termination of the Contract regardless of whether such activity constitutes a violation of any applicable criminal or other statute.

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

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

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

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

12. 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 Trustee Representative. Projects will have progress reports, with the timing and number to be determined by the MassDEP Trustee Representative 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 has been funded through the Natural Resource Damage Assessment and Restoration (NRDAR) Programs of the Massachusetts Department of Environmental Protection and the U.S. Fish and Wildlife Service, using funding via the Massachusetts SubCouncil of the Housatonic River Natural Resource Trustees as part of a legal settlement with General Electric Company for releasing polychlorinated biphenyls into the Housatonic River and its floodplain. The contents do not necessarily reflect the views and policies of USFWS or of MassDEP, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

ATTACHMENT G – LAND ACQUISITION PROJECT
Conflict of Interest Guidance and Disclosure Statement Form

Project Name: _____

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 appearance of a conflict of interest for this project as defined in the Grant Announcement and its Attachments, or that the Applicant/Grantee has disclosed, in writing, all such relevant information to the MassDEP NRD Trustee Representative and Contract Administrator.

The Applicant/Grantee agrees that if an actual, apparent or potential conflict of interest is discovered at any time after award, whether before or during performance, the Applicant/Grantee will immediately make a full disclosure in writing to the MassDEP NRD Trustee Representative and Contract Administrator. This disclosure shall include a description of actions which the Applicant/Grantee 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 Contract will also apply to any and all subcontractors and/or consultants that may be selected and used on this Grant Contract. Further, the Applicant/Grantee agrees that a COI Guidance and Disclosure Statement Form 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 Grant Contract.

Signed: _____ Date: _____

Printed or Typed Name of Authorized Signatory: _____

Title of Signatory: _____

Applicant/Grantee Name: _____