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GLOUCESTER CITY COUNCIL
9 Dale Avenue, Gloucester, MA 01930
Office (978) 281-9720 Fax (978) 282-3051

Budget & Finance Committee
Thursday, February 23, 2012 – 7:00 p.m.
1st Fl. Council Committee Rm. – City Hall

AGENDA

(Items May be taken out of order at the discretion of the Committee)

1. Continued Business:

- A) CC2011-056 (Verga/Ciolino) Possible adoption of MGL re: assessment of water betterments and deferral of such betterments and Amend GCO Chapter 23 "Utilities" Article III accordingly (Cont'd from 02/09/12)
2. *Comprehensive Report reflecting recommended reclassifications: TBC 03/08/12*
3. *Memorandum from Purchasing Agent re: approval to issue leasing contract for new school buses for more than 3 years*
4. *Memorandum from CFO re: proposed loan order to refinance existing outstanding debt*
5. *Review and Recommendations for Disposition of real property re: Magnolia School House (a.k.a. Blynman School)*
6. *Memorandum from CAO re: acceptance of donation of a vehicle to Gloucester Emergency Management*
7. *Memorandum, Grant Application and Checklist from Fire Chief re: Mass Decontamination Unit Grant in the amount of \$2,500*
8. *Memorandum from Veterans' Agent re: establishment of a revolving fund for donations to the Office of Veterans' Services*
9. *Memorandum from CFO re: reimbursement for portable heaters purchased without a purchase order*
10. *Communication from Administrator of the Gloucester Retirement Board re: City Council Acceptance of Local Option*
11. *Memo from City Auditor regarding accounts having expenditures which exceed their authorization And Auditor's Report*

COMMITTEE

Councilor Paul McGeary, Chair
Councilor Joseph Ciolino, Vice Chair
Councilor Melissa Cox

Committee members – Please bring relevant documentation

Back-up and Supporting Documentation all on file at the City Clerk's Office, City Hall

CC: Mayor Carolyn Kirk
Jim Duggan
Kenny Costa
Jeffrey Towne
Suzanne Egan
Fire Chief Dench
Donna Compton
Kathy Verga
Jeff Williams
Douglas MacArthur

The listing of matters is those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.



**CITY OF GLOUCESTER 2011
CITY COUNCIL ORDER**

ORDER: #CC2011-055
Councillor Greg Verga/Joe Ciolino

DATE RECEIVED BY COUNCIL: 11/15/11
REFERRED TO: O&A, B&F & Administration
FOR COUNCIL VOTE:

ORDERED that the Ordinances and Administration Committee and the Budget and Finance Committee in consultation with the DPW Director determine whether the City shall adopt MGL c40 sections 42G to 42I and c40 sec. 42K concerning assessment of water betterments and MGL c40 sec. 42J concerning the deferral of such betterments and further

ORDERED that the Code of Ordinances, Chapter 23 "Utilities", Art. III be amended by **ADDING** a new section 64 providing for special assessments for the whole or part of the costs of laying pipes in public and private ways for the conveyance or distribution of water as provided in MGLc40sec.42G.

(Note: the ordinance amendment would require that the Council first accept or locally adopt the referenced state laws)

Greg Verga
Ward 5 Councillor

Joe Ciolino
Councillor at Large

Budget & Finance Committee

Thursday, February 9, 2012 – 6:00 p.m.
1st Fl. Council Committee Rm. – City Hall
-Minutes-

Present: Chair, Councilor McGeary; Vice Chair, Councilor Joseph Ciolino; Councilor Melissa Cox

Absent: None.

Also Present: Councilor Verga; Councilor Hardy; Kenny Costa; Jim Duggan; Jeff Towne; Mike Hale; Mark Cole; Suzanne Egan; Jim Caulkett; Tony Gross

The meeting was called to order at 6:00 p.m. There was a quorum of the City Council as of 6:10 p.m. upon the arrival of Councilor Hardy.

Items were taken out of order by unanimous consent of the Committee.

1. *Continued Business:*

A) Letter from Executive Director of PERAC re: Appropriation for FY2013 (Cont'd from 12/8/11)

Kenny Costa, City Auditor briefly reviewed letter from the Public Employee Retirement Administration Commission (PERAC) concerning appropriation for FY2013 (Mr. Costa sits on the Gloucester Contributory Retirement Board as an ex officio member). This is the second year of a funding schedule designed to have the city's pension obligation fully funded by 2037. The last actuarial funding schedule was on 01/01/10. The appropriation is \$6.7 million dollars for FY13; \$6.3 million is the City's portion and the Housing Authority's portion is \$431,243.00. There is an increase of \$250,000 from the FY12 appropriation. The City's portion of the increase is \$222,750.00. This unfunded liability as of 01/01/10 was \$74 million. The deadline to fully fund the pension obligation has been extended to 2037 (the old deadline was 2028). Had the original schedule remained in force, the city's budget for FY2013 would have been impacted by \$2 million. It would have been \$8 million this year. Extending the funding schedule was a big help to the City, especially on the budget side. The Retirement system, he explained, needs help from the City as it is not fully funded. Each year, a funding schedule created by actuaries identifies the City funding requirements to achieve full funding by 2037. This year in August the City will send the Gloucester Contributory Retirement Board \$6.1 million to help fund the City retirees' pension costs. This will be funded through the General Fund, the Water, Sewer and Waterways Enterprise Funds.

By unanimous consent the information was placed on file.

 B) CC2011-056 (Verga/Ciolino) Possible adoption of MGL re: assessment of water betterments and deferral of such betterments and Amend GCO Chapter 23 "Utilities" Article III accordingly (Cont'd from 12/8/11)

Suzanne Egan, City Solicitor explained that earlier that day the Committee received the amended ordinance language (on file) taking into account the suggestions from the Ordinances & Administration Committee review on Monday. This Committee will look at whether the City would make a financial contribution, as they have in sewer ordinance, in terms of being able to assess betterments with a contribution that the City makes under certain conditions. The language isn't in the water betterment ordinance in order to give the City Council the ability to make that decision. Currently this follows the same language as the language for the sewer betterment assessment (Sec. 23-21). If the City is going to make improvements for a water supply into any private or public way, they have the ability to assess a betterment for the cost of that improvement for the construction costs. The proposed ordinance sets up the procedures through which the betterments will be assessed, taking the same calculation as the sewer betterments; turning each individual property into a multiple of uniform residential units, (a single-family house being a uniform unit) and doing the calculation for each abutting parcel. It also allows for the possibility of deferrals based on age, income and undeveloped properties. It lays the groundwork under which betterments can be assessed. She pointed out Sec. 23-24 covers a sewer betterment assessment which discusses whether in certain instances the City will have a contribution to the laying of sewer infrastructure. The determination before B&F now is whether or not they want to do the same thing with construction for water infrastructure. She then read the six conditions from the sewer ordinance: it provides that the betterment can't exceed \$6,000; and four conditions whether or not the City is going to make a contribution; whether the improvement is compelled; whether it is part of

a facilities plan and whether or not it is going to be “on site”. This came before the Council because there was a neighborhood group that has asked for water pipes to be installed into a private way. This was drafted after the Council adopted enabling State statute. **Councilor Ciolino**, noting he had attended Monday evening’s O&A meeting, raised the issue of fire suppression capability in the neighborhood; and stated he believes it might be fair for the City to make a contribution. The City is looking at \$9 million in water work; and these people are paying taxes to pay for that. He felt a contribution of 20% of the cost to install hydrants, lay water pipes; an 80:20 split was fair. **Councilor Verga** agreed with Councilor Ciolino. It is difficult to fight fires in this West Gloucester neighborhood. If they can improve the water lines for fire hydrants, then there should be a split where the City contributes. **Mr. Towne** spoke about the varying sewer splits over time with Councilor Verga. The **Councilor** felt zero assistance was extreme on the City’s part. These lines are leaking in the street before it is being metered and charged to the rate payer, a loss for the City, specific to the Becker Lane area. There needs improvement in many areas of the City, not just this one they’re talking of. There is a need to adopt the ordinance; and it only fair to insert some sort of split. **Councilor Cox** acknowledged it was a complex issue. **Councilor Hardy**, referring to Sec. 23-67, inquired about the 4% payment required on undeveloped property and asked why that is there. **Ms. Egan** stated that the 4% figure is in the State statute. **Councilor Hardy** asked that the related MGL be inserted there for reference. **Mr. Duggan** stated they haven’t taken on a project like this (the last one was 75:25 sewer betterment) because the City can’t afford it. Unless it is paid 100% by the property owners, the City is unable to move forward with this kind of infrastructure improvement. They will not put anything forward if there is a percentage attached. **Councilor McGeary** asked about the Becker Lane area acknowledging, they, too, are paying for the CSO projects but are having issues with their water. **Mr. Hale** acknowledged the fairness question. However, he noted when purchasing a property, there is a need for due diligence. The water lines have been running through these private properties for years. It has to be fair to the rest of the City as well. They haven’t entered into any sewer projects because they can’t afford them anymore. He pointed out that there was a \$9 million loan order before the B&F committee tonight for the improvements for the whole water system. That is Phase 3 water work and Phase 4 water work is right behind it. It is borne by all on the rate payers. They did do a debt shift on the CSO to some degree. **Mr. Hale** pointed out that the waste water plant is on tap for major work also. He questioned whether they should dedicate their resources to neighborhood issues, pointing out that Rust Island has similar issues. In addressing the issue of fire suppression, he pointed out that the Becker Lane area has a brand new city main to pull from on Concord Street. **Councilor Ciolino** disagreed with the Administration’s stance that there be no contribution, feeling there was an obligation to make a water system in this neighborhood right. They have been formally notified that there is an issue in fighting fires in this area. They have a fiduciary responsibility. He pointed out that Page Street and Way Road was done by the City. **Mr. Hale** emphasized for the Councilors that Fire Chief Dench didn’t say they couldn’t fight a fire in the Becker Lane area. **Councilor Verga** stated these people are paying for the CSO and other City projects to help the City. There similar issues in other outlying areas of the City. Stating, “Fair is fair”, the Councilor stated he believed there should be at least a sign of good faith. **Ms. Egan** understood the position of the Councilors. If they base a city contribution on fire suppression, they have to have a mechanism in the ordinance for just laying water pipes or whether there are fire fighting capabilities in that area. They need to make a distinction and be careful how the ordinance is crafted. They have to make that determination and on what basis. **Councilor Hardy** brought up private ways, and wondered about those who wish to remain a private road; were they obligated to install hydrants. **Mr. Duggan** inquired what happens when other streets say it is a fire hazard so now the City has an obligation and how is that prioritized. **Councilor McGeary** stated the sewer model shows where there are conditions that can be restrictive and not exclusive. It seemed that conditions could be crafted as to make the city’s contributing unlikely but possible. **Ms. Egan** stated they could put in whether a subdivision was approved or not approved. **Mr. Towne** stated they don’t have a plan, or know how many neighborhoods don’t have water; and they don’t know the magnitude of the costs associated with this. They require subdivisions to put in fire hydrants. Why would they do that now in a new sub-division? Will they require the 20%? Why should they pay 100% of that cost? This might create another monetary conflict. **Councilor McGeary** thought the “before and after” solved that problem. **Ms. Egan** explained one of the struggles that the Planning Department has is developers who are going through the subdivision process. If they do it with an ANR (Approval Not Required), the city can’t require them to put in hydrants (as with Becker Lane). She suggested some language that doesn’t discourage going through the subdivision process. **Mr. Hale** made clear he was not opposed to installing water lines on private property; but if the burden is too high on the City side, they’ll not be able to do it. There are big numbers coming forward for infrastructure. These small numbers add up. He warned that the water rate will become a burden for the entire City, as there aren’t enough users. They can barely “conjure” enough money to maintain what is there now. **Councilor Verga** asked if they can put in appropriate language so that it could happen on a case-by-case basis; noting **Mr. Hale** would have to determine the areas that need this work and then prioritize it. **Councilor Ciolino**

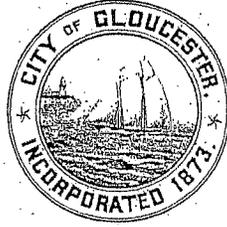
agreed the language should be on a case-by-case basis. He felt Ms. Egan should rework it and come back with scenarios for such language. **Councilor Cox** saw many people wanting to build on the outskirts of the City and commented they choose to build there and knew the issue. **Mr. Duggan** stated there is a main on Concord Street that can be tapped into which provides plenty of water to fight fires in the Becker Lane area. **Mr. Hale** stated the Fire Department typically does not want a fire hydrant at the end of any cul-de-sacs. They want to pull down to fight a fire. Houses off of Concord Street are deep in the woods. He stated that the fire department is in the business in saving lives. **Mr. Towne** stated in focusing on debt coming forward, they're going to be up by 23% and to keep it in mind. The rate will be over \$10 per thousand gallons in another year. Some people are paying as much for water as they are for their tax bill. There will be a point that they won't be able to afford to live in the community. **Mr. Hale** stated this is a trend across the Commonwealth. Sturbridge's sewer rate went up 75% in two billing seasons as a result of years of deferred maintenance and all of it coming forward at once. There is a decreasing population with no commercial uses coming forward to offset the residential use. **Councilor McGeary** understood Councilors Ciolino and Verga's concern about public safety. He commented they could add an assurance or certification by the Fire Chief that there is a problem with fire control or fire suppression into the ordinance language to make sure the requests that come forward are legitimate. The question becomes whether they would put in the assessments in an ordinance, or adopt a separate policy. **Ms. Egan** expressed it was much cleaner to put it in the ordinance which Councilor **McGeary** agreed with. **Mr. Towne** stated for the record he never said it was 20% for fire protection services. **Ms. Egan** would put in something about sub-divisions and ANR's as well as the certification by the Fire Chief on fire control or suppression in the next draft of the ordinance.

This matter is continued to February 23, 2012.

- C) CC2011-035 (Hardy) City of Gloucester through its Budget & Finance Committee work with Community Development Department & DPW to find a way to fund and construct permanent, four season, comfort Stations (bathrooms along Stacy Boulevard and the Harbor Walk (Cont'd from 01/19/12)

Councilor Hardy explained this order was a result of hearing from so many citizens that there is a woeful lack of public bathrooms on the Boulevard, a favorite City vista and heavily trafficked pedestrian area. As there is proposed work on the Stacy Boulevard sea wall and the Harbor Walk is about to break ground, she hoped that there would be a place whereby they could put a comfort station between the Man at the Wheel and the Fishermen's Wives Memorial statues. **Sarah Garcia**, Community Development Director discussed possible options and funding sources for a Stacy Boulevard comfort station, noting the boulevard has no public facilities under the Chapter 91 license. (Chapter 91 licenses in part help to preserve pedestrian access along the water's edge for fishing, fowling and navigation and, in return for permission to develop non-water dependent projects on Commonwealth tidelands, provides facilities to enhance public use and enjoyment of the water.). Latitude 43, the Gloucester House and the Cape Ann Brewery all have Chapter 91 facilities arrangements. There are public facilities available at the Chamber of Commerce during business hours; seasonally at the Visitors Center at Stage Fort Park and new facilities going in at Newell Stadium. There is also a question of maintenance. **Mr. Hale** explained any public facilities for the Boulevard would have to be seaside of Western Avenue and suggested siting something by the tennis courts which is the only place that has sufficient land. He also needs to speak with Joe Guzzo, Electrical Inspector and Bill Sanborn, Building Inspector about how big the building's footprint would have to be. It is limited space that is very narrow between the seaside walking path and the water. There was a discussion as to who owns the Blynman Bridge which **Mr. Hale** explained it is owned by MassDOT along with a small piece of land out to the bridge tender's house. MassDOT doesn't own to the walls of the canal; where the fender pilings end is where MassDOT's ownership ends. The bridge tender's house has a bathroom. **Councilor Hardy** suggested Mr. Hale could speak to MassDOT to extend the plumbing from that building and perhaps add on an abutting structure. **Mr. Hale** stated there was plumbing, but it is whether they want to block a view. There was a discussion with **Councilor Ciolino**, **Jim Duggan**, CAO, and **Ms. Garcia** about possible public facilities between the area of "Tally's Corner" and The Tavern. **Councilor Cox** endorsed the idea of having a public facility on the Boulevard. **Councilor McGeary** also liked the idea of the site by the tennis courts. **Mr. Hale** thought that would be ideal and could have visitor information there also. When they do the improvements to the sea wall that is an opportunity to have input on how it will look. **Councilor Hardy** liked the idea of the tennis court site as there will be a year round dog park in Stage Fort Park soon. The people who use the Boulevard, especially the elderly, will find it very useful. **Councilor**

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CITY OF GLOUCESTER
PERSONNEL OFFICE

TO: JAMES DUGGAN, CAO
FROM: DAVID J. BAIN, JR. PERSONNEL DIRECTOR
DATE: FEBRUARY 6, 2012
SUBJECT: RECLASSIFICATION PLAN

Attached please find the reclassification plan prepared by the Personnel Department. Also, salary survey and other supporting documentation is attached. Should you have any questions upon your review, please don't hesitate to contact me.

JK
AKK
2/7/12

REPORT ON RECLASSIFICATION OF CERTAIN POSITIONS

At the request of the City Council and pursuant to the Personnel Ordinance, the following report with recommendations is respectfully submitted.

Position Title	Current Grade	Current Salary Range	Proposed Grade	Proposed Salary Range
DPW Director*	M12	\$100,302 - \$118,572	8/31/2010	
CFO*	M12	\$100,302 - \$118,572	3/30/2010	
Fire Chief	M10	\$83,091 - \$98,310	M12	\$100,302 - \$118,572
Police Chief	M10	\$83,091 - \$98,310	M12	\$100,302 - \$118,572
General Counsel	M10	\$83,091 - \$98,310	M11	\$91,806 - \$108,578
City Auditor*	M10	\$83,091 - \$98,310	5/21/2010	
Chief Admin Off	M9	\$74,194 - \$87,769	M11	\$91,806 - \$108,578
Principal Assessor*	M9	\$74,194 - \$87,769	6/8/2010	
Asst DPW Dir*	M9	\$74,194 - \$87,769	7/1/2011	
Comm Dev Dir	M9	\$74,194 - \$87,769	M10	\$83,091 - \$98,310
Building Inspector	M8	\$65,077 - \$76,989	M9	\$74,194 - \$87,769
Health Director	M8	\$65,077 - \$76,989	M9	\$74,194 - \$87,769
Environmental Eng.	M8	\$65,077 - \$76,989	M9	\$74,194 - \$87,769
Library Director	M8	\$65,077 - \$76,989	M9	\$74,194 - \$87,769
Personnel Director	M8	\$65,077 - \$76,989	M9	\$74,194 - \$87,769
Purchasing Agent	M8	\$65,077 - \$76,989	M9	\$74,194 - \$87,769
IT Director	M8	\$65,077 - \$76,989	M9	\$74,194 - \$87,769
City Clerk	M8	\$65,077 - \$76,989	M9	\$74,194 - \$87,769
Harbormaster	M7	\$58,628 - \$69,352	M8	\$65,077 - \$76,989
Confidential (5)	7 - 8A		8 - 8B	
Confidential (1)*	8B		7/1/2011	

*Previously reclassified

In the Personnel Department, salary review is undertaken for three main reasons: recruitment, retention, and morale. These are sound business reasons. It is important to know what the prevailing salary in the industry is so that solicitations can result in qualified candidates being selected for open positions. The other side of this coin is retention. If the salary offered is low, it encourages current employees to seek employment elsewhere. This obviously depletes the organization of qualified, experienced employees. For those unwilling or unable for reasons other than economics to seek alternative employment, morale is lowered and the organization loses vitality.

There is another reason that we seek data. The City of Gloucester is in competition with every other City or Town in Massachusetts, and the rest of the country, to secure the best possible personnel for our organization. If we fail in our efforts to be competitive we are doomed to second and third class status. If we are unable to secure the most qualified people, we settle. We become a place to get experience and thus qualify for the better paying job. While it is noble to educate and help career advancement, it makes fulfilling our mission more difficult due to turnover. The City of Gloucester has helped advance many careers. We have placed "graduates" in several communities and organizations. This does not lead to the City advancing itself. Some areas grow while others are stunted due to lack of leadership. The competitive edge becomes dull and blunt and the ability to fulfill our mission becomes more difficult. If the City is to prosper, these facts must be understood. The City must have the ability to attract and retain qualified, innovative and dedicated employees.

A survey of salaries for various positions has been conducted and is attached. However, a word about surveys is necessary. They are good tools but not magic wands. They are a snapshot in time; akin to a financial statement with a slightly longer shelf life. The survey lets us know what everyone else is doing. It does not prescribe a remedy that may be appropriate for our organization. We need to be ahead of the curve if we are to be competitive. It may be decided that in certain instances, with the future in mind, it is appropriate to be a leader rather than a follower as far as certain positions are concerned. It is, like so much of life, a balancing exercise.

RECLASSIFICATION RECOMMENDATIONS

1. That the Harbormaster's position classified as M-7 be reclassified as M-8.
2. That the Building Inspector, IT Director, Purchasing Agent, Public Health Director, Library Director, Environmental Engineer, City Clerk, and Personnel Director currently classified as M-8's be reclassified as M-9's.
3. That the Chief Admin Officer currently classified as an M-9 be reclassified to M-11 and that the Community Development Director currently classified as an M-9 be reclassified to M-10.

4. That the General Counsel currently classified as an M-10 be reclassified to M-11.

5. That the Fire Chief and Police Chief currently classified as M-10's be reclassified as M-12's.

5. That Confidential employees (5) that are currently classified from grade 7 - 8A's be reclassified as grade 8 - 8B's.

Comparable Communities

Seventeen communities were chosen which bore similarity to the City of Gloucester. The comparable factors used were: population, land area in square miles, EQV (equalized valuation....an estimate of the full and fair cash value of all taxable property within a city or town), operating budget for FY'11, average tax bill for FY'11 and per capita expenditure. The average and median were calculated for all variables and compared to Gloucester.

Salary Survey

The salary survey shows the actual salary for Gloucester and the current range per grade as well as the medians (mid points of maximum and minimum) mean (average) and compares these values with the seventeen chosen communities. The top number is the minimum and the bottom is the maximum per position, per community.

Positions Previously Reclassified

This document shows the five positions which were previously reclassified and indicates the mean and median values as well as the salary range which it compares to the seventeen communities. The range for each community with the low number indicating the beginning of the range and the high number the maximum for each community.

Current Salary in Relation to Maximum Medians and Means

This document shows the difference between the current salary per position and the maximum and minimum for the mean (average) value and the median (midpoint) in the ranges. This is expressed in percentages at the right hand side of the page. Pervasively reclassified positions are listed at the bottom of the page.

Charts

A series of charts highlight the data for current positions under consideration and previously reclassified positions.

SALARY SURVEY

Position Title	Grade	Actual Salary	Pay Range		Median		Mean		Andover	Arlington	Belmont	Beverly	Burlington	Chelmsford	Danvers	Dracut	Malden	Medford	Melrose	North Andover	Peabody	Reading	Salem	Tewksbury	Watertown
			Low	High	Low	High	Low	High																	
Fire Chief	M10	\$100,704	\$83,091	\$98,310	\$87,523	\$113,288	\$88,099	\$113,206	\$81,618	\$87,523	\$81,074	\$120,000	\$85,574	\$90,248	\$91,903	\$102,201	\$113,288	\$106,000	\$103,942	\$102,124	\$92,430	\$119,792	\$94,425	\$104,104	\$109,150
Police Chief	M10	\$83,082	\$63,091	\$98,310	\$67,523	\$116,319	\$88,506	\$116,319	\$63,250	\$67,523	\$82,695	\$122,700	\$85,574	\$90,248	\$91,903	\$103,482	\$117,907	\$109,291	\$103,942	\$100,160	\$92,430	\$143,000	\$94,425	\$104,104	\$113,337
Genl Counsel	M10	\$89,505	\$63,091	\$98,310	\$67,523	\$106,302	\$87,523	\$106,302	\$87,523	\$126,475	\$115,774	\$122,700	\$111,332	\$119,080	\$122,724	\$134,482	\$117,907	\$109,291	\$103,942	\$100,160	\$114,933	\$143,000	\$94,425	\$104,104	\$113,337
CAO/Itm	M9	\$82,343	\$74,194	\$87,769	\$71,924	\$141,581	\$145,000	\$141,581	\$147,437	\$162,366	\$145,000	\$145,000	\$145,430	\$145,000	\$156,987	\$140,000	\$145,000	\$145,000	\$145,000	\$102,124	\$90,308	\$143,000	\$94,425	\$104,104	\$113,337
Comm Dev Dir	M9	\$82,343	\$74,194	\$87,769	\$71,924	\$141,581	\$145,000	\$141,581	\$147,437	\$162,366	\$145,000	\$145,000	\$145,430	\$145,000	\$156,987	\$140,000	\$145,000	\$145,000	\$145,000	\$102,124	\$90,308	\$143,000	\$94,425	\$104,104	\$113,337
Engineer	M9	\$83,585	\$74,194	\$87,769	\$71,924	\$141,581	\$145,000	\$141,581	\$147,437	\$162,366	\$145,000	\$145,000	\$145,430	\$145,000	\$156,987	\$140,000	\$145,000	\$145,000	\$145,000	\$102,124	\$90,308	\$143,000	\$94,425	\$104,104	\$113,337
Building Insp	M8	\$68,056	\$65,077	\$76,989	\$65,120	\$84,868	\$67,835	\$84,868	\$65,120	\$76,989	\$67,835	\$84,868	\$65,120	\$84,868	\$67,835	\$76,989	\$65,120	\$84,868	\$67,835	\$65,120	\$76,989	\$84,868	\$65,120	\$84,868	\$67,835
Health Dir	M8	\$76,990	\$65,077	\$76,989	\$65,120	\$84,868	\$67,835	\$84,868	\$65,120	\$76,989	\$67,835	\$84,868	\$65,120	\$84,868	\$67,835	\$76,989	\$65,120	\$84,868	\$67,835	\$65,120	\$76,989	\$84,868	\$65,120	\$84,868	\$67,835
Library Dir	M8	\$71,162	\$65,077	\$76,989	\$65,120	\$84,868	\$67,835	\$84,868	\$65,120	\$76,989	\$67,835	\$84,868	\$65,120	\$84,868	\$67,835	\$76,989	\$65,120	\$84,868	\$67,835	\$65,120	\$76,989	\$84,868	\$65,120	\$84,868	\$67,835
Personnel Dir	M8	\$76,990	\$65,077	\$76,989	\$65,120	\$84,868	\$67,835	\$84,868	\$65,120	\$76,989	\$67,835	\$84,868	\$65,120	\$84,868	\$67,835	\$76,989	\$65,120	\$84,868	\$67,835	\$65,120	\$76,989	\$84,868	\$65,120	\$84,868	\$67,835
Purch Agent	M8	\$66,056	\$65,077	\$76,989	\$65,120	\$84,868	\$67,835	\$84,868	\$65,120	\$76,989	\$67,835	\$84,868	\$65,120	\$84,868	\$67,835	\$76,989	\$65,120	\$84,868	\$67,835	\$65,120	\$76,989	\$84,868	\$65,120	\$84,868	\$67,835
IT Director	M8	\$76,990	\$65,077	\$76,989	\$65,120	\$84,868	\$67,835	\$84,868	\$65,120	\$76,989	\$67,835	\$84,868	\$65,120	\$84,868	\$67,835	\$76,989	\$65,120	\$84,868	\$67,835	\$65,120	\$76,989	\$84,868	\$65,120	\$84,868	\$67,835
City Clerk	M8	\$76,990	\$65,077	\$76,989	\$65,120	\$84,868	\$67,835	\$84,868	\$65,120	\$76,989	\$67,835	\$84,868	\$65,120	\$84,868	\$67,835	\$76,989	\$65,120	\$84,868	\$67,835	\$65,120	\$76,989	\$84,868	\$65,120	\$84,868	\$67,835
Harbormaster	M7	\$81,314	\$68,628	\$89,952	\$68,984	\$84,000	\$75,097	\$84,000	\$68,203	\$80,000	\$75,660	\$84,000	\$75,000	\$84,000	\$89,003	\$70,000	\$80,000	\$75,660	\$84,000	\$75,000	\$80,000	\$89,003	\$70,000	\$80,000	\$89,003

POSITIONS PREVIOUSLY RECLASSIFIED

Position Title	Current Grade	Actual Salary	Pay Range		Mean Low/High	Median Low/High	Andover	Arlington	Belmont	Beverly	Burlington	Chelmsford	Danvers	Dracut	Malden	Medford	Melrose	North Andover	Peabody	Reading	Salem	Tewksbury	Watertown
			Low	High																			
DPW Dir	M12	\$118,572	\$100,302	\$118,152	\$88,288	\$109,311	\$83,250	\$87,523	\$82,695	\$96,900	\$85,574	\$90,248	\$103,496	\$80,274	\$88,919	\$88,960	\$88,313	\$75,070	\$102,124	\$92,430	\$91,136	\$94,425	\$84,849
CFO	M12	\$109,675	\$100,302	\$118,152	\$80,449	\$101,032	\$83,250	\$79,567	\$71,105	\$96,900	\$111,332	\$119,080	\$138,065	\$95,951	\$98,150	\$111,211	\$112,360	\$103,942	\$102,124	\$114,933	\$91,136	\$104,104	\$110,927
Auditor	M10	\$86,892	\$83,091	\$87,872	\$73,353	\$74,339	\$73,530	\$78,007	\$75,384	\$99,940	\$87,209	\$91,160	\$91,903	\$63,767	\$75,148	\$85,938	\$99,301	\$92,405	\$102,124	\$84,206	\$89,410	\$94,425	\$104,104
Prim Assessor	M9	\$81,119	\$74,194	\$87,403	\$66,766	\$70,351	\$70,991	\$71,811	\$69,711	\$79,100	\$74,717	\$53,697	\$77,777	\$57,443	\$88,919	\$82,571	\$71,324	\$53,449	\$90,777	\$89,459	\$66,473	\$80,975	\$73,782
Asst. DPW Dir	M9	\$82,343	\$74,194	\$87,403	\$67,967	\$81,562	\$80,269	\$103,771	\$97,595	\$79,100	\$97,209	\$75,672	\$103,770	\$74,007	\$98,150	\$70,628	\$91,607	\$74,007	\$90,777	\$86,366	\$75,798	\$80,975	\$96,458
					\$85,958		\$62,451	\$80,607	\$74,051			\$82,056						\$89,330	\$76,245		\$70,054	\$66,473	\$63,438
									\$103,615			\$109,575						\$82,148				\$89,975	\$84,243

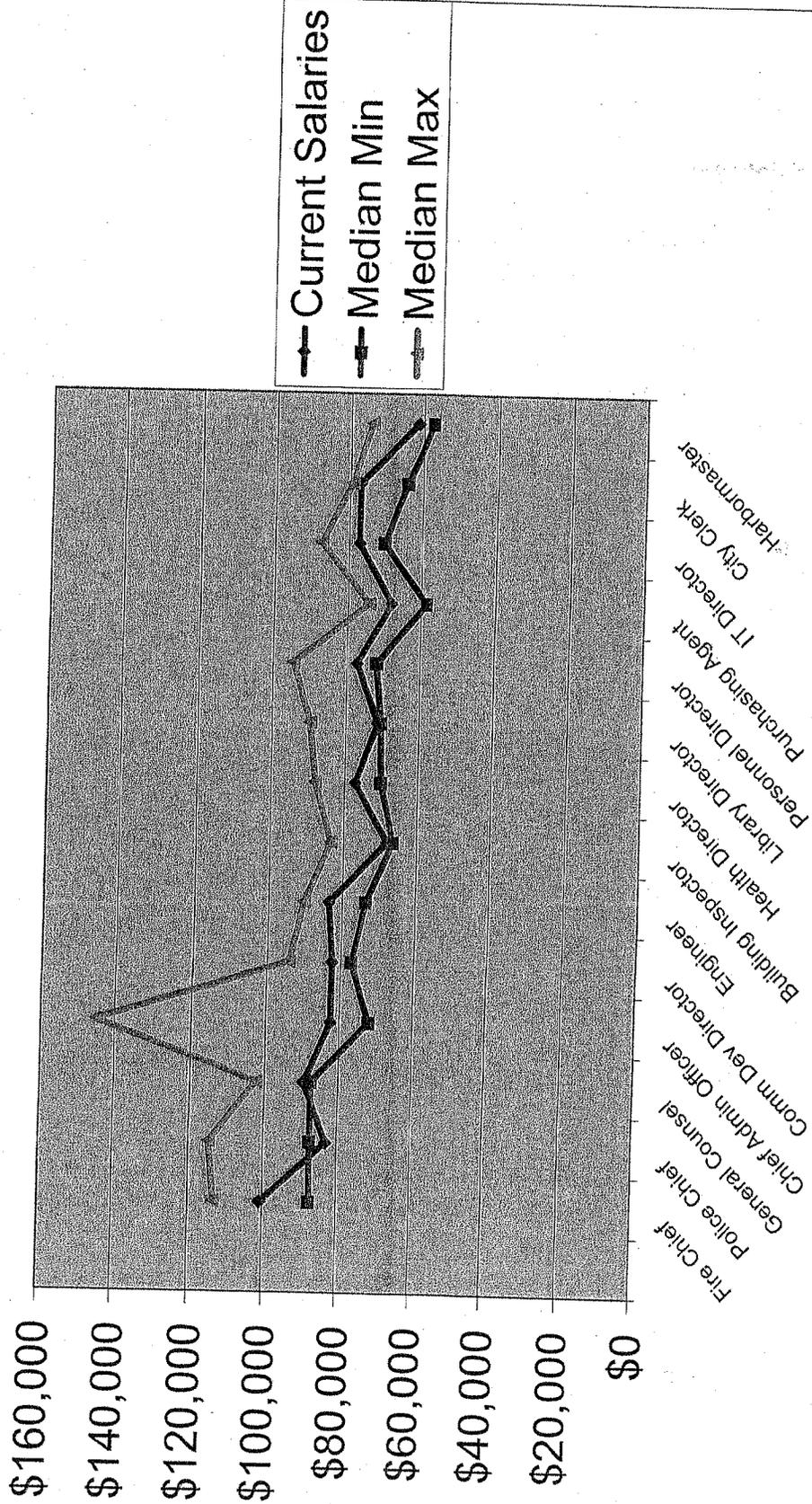
CURRENT SALARY IN RELATION TO MAXIMUM MEDIANS AND MEANS

Position	Current Grade	Current Salary	Median		Mean		Current Salary as % of	
			Min	Max	Min	Max	Median	Max
Fire Chief	M10	\$100,704	\$87,523	\$113,288	\$86,652	\$113,206	89%	89%
Police Chief	M10	\$83,092	\$87,523	\$114,933	\$87,013	\$116,319	72%	71%
General Counsel	M10	\$89,505	\$87,523	\$102,124	\$87,523	\$106,302	88%	84%
Chief Admin Officer	M9	\$82,343	\$71,924	\$145,000	\$71,924	\$141,581	57%	58%
Comm Dev Director	M9	\$82,343	\$80,483	\$95,289	\$78,061	\$99,620	86%	83%
Engineer	M9	\$83,585	\$74,717	\$91,249	\$72,793	\$90,708	92%	92%
Building Inspector	M8	\$68,056	\$65,120	\$85,500	\$66,420	\$83,562	80%	81%
Health Director	M8	\$76,990	\$70,991	\$89,026	\$71,126	\$86,939	86%	89%
Library Director	M8	\$71,162	\$71,160	\$89,826	\$71,400	\$88,146	79%	81%
Personnel Director	M8	\$76,990	\$74,351	\$96,254	\$73,585	\$92,991	80%	83%
Purchasing Agent	M8	\$68,056	\$61,226	\$74,939	\$59,478	\$72,726	91%	94%
IT Director	M8	\$76,990	\$70,991	\$88,075	\$72,598	\$89,243	87%	86%
City Clerk	M8	\$76,990	\$64,438	\$79,624	\$65,961	\$82,211	97%	94%
Harbormaster	M7	\$61,314	\$57,066	\$74,000	\$58,984	\$75,097	83%	82%

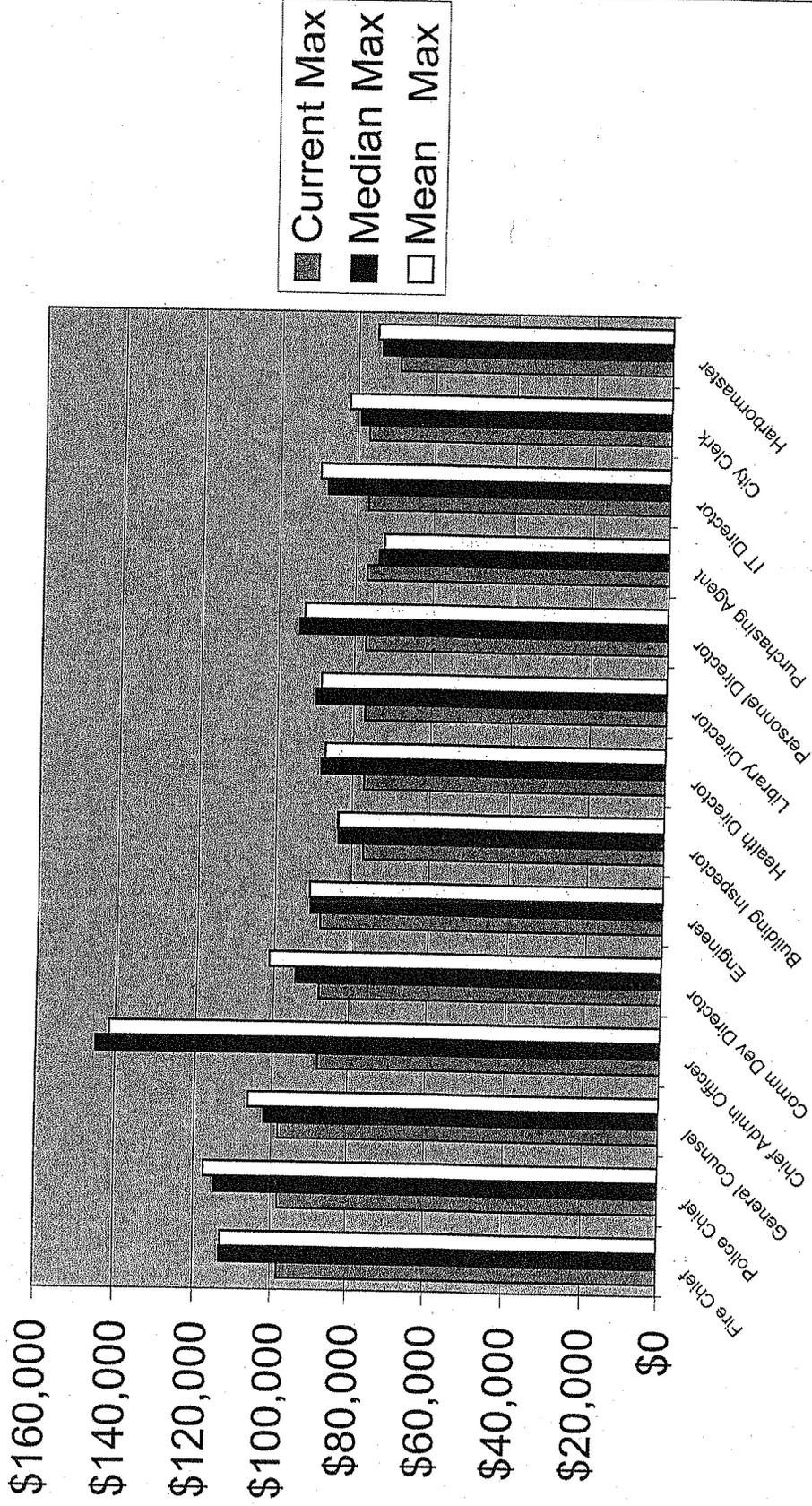
POSITIONS PREVIOUSLY RECLASSIFIED

DPW Director	M12	\$118,572	\$87,918	\$110,927	\$86,870	\$109,192	107%	109%
Chief Financial Officer	M12	\$109,675	\$80,812	\$101,032	\$80,426	\$103,144	109%	106%
Auditor	M10	\$86,892	\$74,339	\$91,888	\$71,773	\$92,726	95%	94%
Principal Assessor	M9	\$81,119	\$70,351	\$90,269	\$66,126	\$86,415	90%	94%
Assistant DPW Dir.	M9	\$82,343	\$64,956	\$81,562	\$67,967	\$85,958	101%	96%

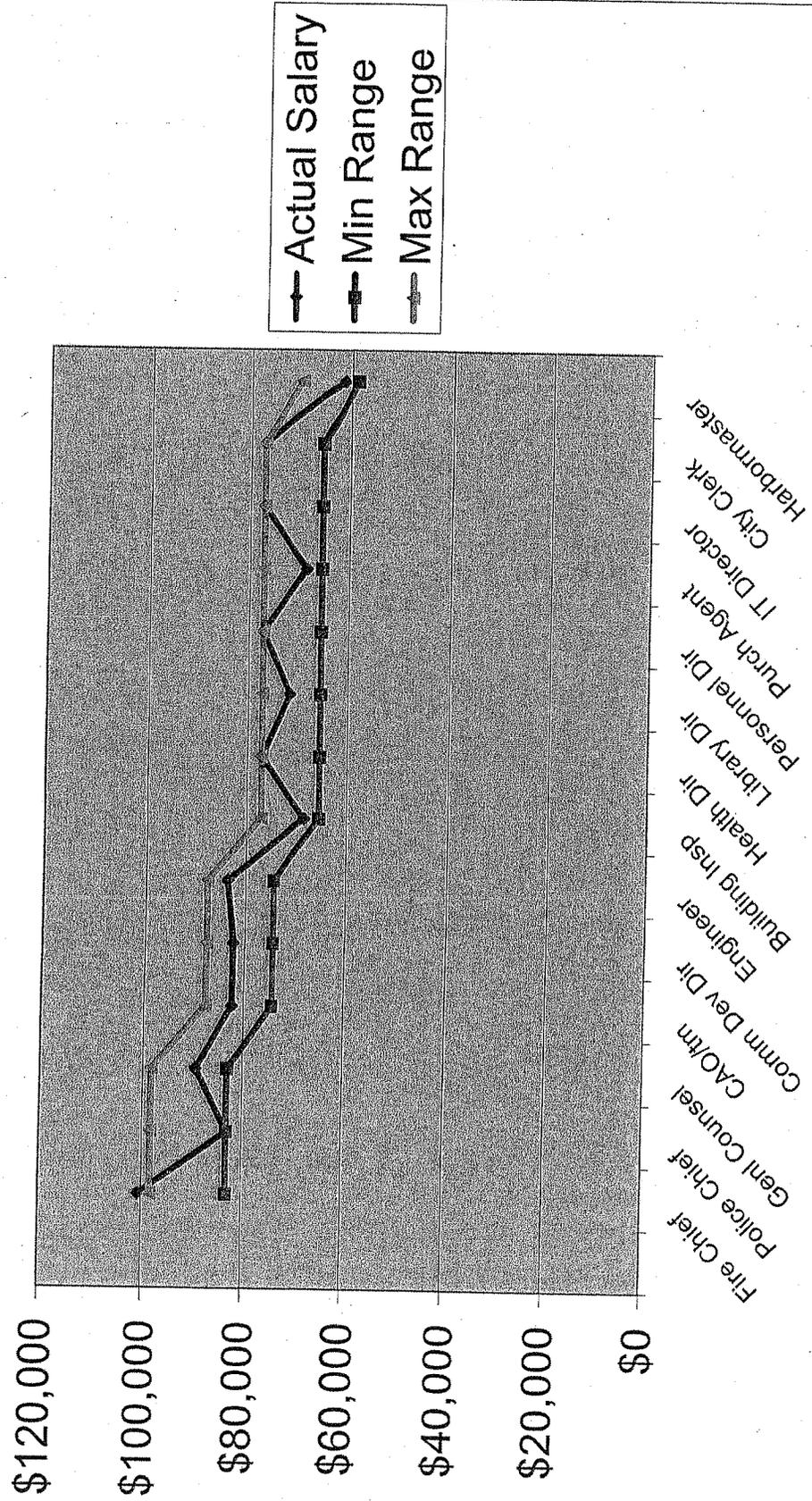
CURRENT SALARIES IN RELATION TO MEDIANS (MINIMUM AND MAXIMUM)



CURRENT MAX IN RELATION TO MEDIAN AND MEAN MAX



CURRENT SALARIES PAID IN RELATION TO CURRENT SALARY RANGES



CONFIDENTIAL POSITIONS

The following positions, while not unique, exist in various forms in other Communities. These positions are deemed confidential due to the offices where they are located and the confidential work performed by the individuals themselves.

Due to the confidential nature of these positions they are precluded from union membership. Were they union positions, they would be eligible to take advantage of the upgrade process that is contained in the various union contracts. Because they are not union members, this process is not available to them.

Confidential Secretary to the Mayor: This position is a Confidential Executive Secretarial position. We have found that in most Cities the office of the Mayor is staffed with a minimum of two secretarial support staff. Since a reduction in force has forced the Mayors office to do more with less, as with all other departments, this position has assumed all support functions: Constituent services, intergovernmental communications, liaison for all Boards, Commissions and Officials, event coordinator, as well as interfacing with the public. This position also maintains the daily work load of scheduling functions and meeting, performing all clerical work, answering phone calls and assisting the public, etc. for the Mayor and CEO.

Legal Secretary: The City of Gloucester is fortunate to have a certified Paralegal as support staff in the Legal Department. According to research we were unable to find a community that supports an internal Legal Department, they contract this service out. This position is solely responsible for supporting the City Solicitor, keeping trial calendar, performing legal research, full budget responsibility, personal injury and property damage claims, as well as daily clerical functions. It is the recommendation of this administration that in addition to this position being upgraded that the job title also be changed to **Paralegal**.

Workers Comp/Benefits Agent: In our research we have found that this position in other communities is actually supported by 2 positions (1 handles benefits 1 handles Workers Comp). At the City of Gloucester this position is responsible for the administration and budget functions for all benefits; health, life, dental, as well as Workers Compensation administration for the City and School Departments. Since the adoption of Section 19 of Chapter 32B, which created the Public

Employee Committee, the work load for this position has increased considerably. The confidential nature of this position requires safeguarding sensitive health information as well as specialized knowledge of benefit administration and complex health and welfare assistance to employees as well as retirees.

Personnel Assistant: While this position is included in the MMA salary survey we found that the job descriptions varied widely and could not make a definitive comparison. The position of Personnel Assistant at the City of Gloucester involves a great deal of specialized training, especially as it pertains to the hiring process of Public Safety Civil Service positions. The fast paced office environment requires the utmost attention to detail and organization. The sensitive nature of employee relations begins and ends with this position and requires record keeping and safeguarding of sensitive information. This is a high level support position at the City of Gloucester.

Clerk of Committees: This confidential position supports 9 City Councilors. In itself any one person that has the ability to juggle the clerical needs for 9 individuals requires the skill set of the highest demand. This position not only takes minutes for the City Council meetings, but also all Standing Committees, Special Meetings, Budget Meetings, and Confidential Executive Session Meetings.

Note: This position was classified as a Management position in the past. It was changed to non-management due to the fact that the long hours worked were unable to be monetarily compensated because Management is exempt from overtime pay.

City Hall
Nine Dale Avenue
Gloucester, MA. 01930



TEL 978 281 9710
FAX 978 281 8763
purchasing@gloucester-ma.gov

CITY OF GLOUCESTER
OFFICE OF THE PURCHASING AGENT
purchasing@gloucester-ma.gov

To: Mayor Carolyn Kirk
From: Donna Compton, Purchasing Agent
Date: Monday, January 30, 2012
RE: Mayor's Report Request

RECEIVED
JAN 30 2012
Mayor's Office

The School Transportation Manager, Kathy Verga, is looking to lease new buses for School Transportation. To reduce the possibility of new buses not being available for delivery next July, we plan to issue a bid document as soon as possible.

The City customarily seeks a five (5) year leasing term. This year we are looking for 3 years, with an option for a 5 year lease. This maximizes the potential for a bidder to provide a reasonable price while providing newer vehicles for safety and economic reasons.

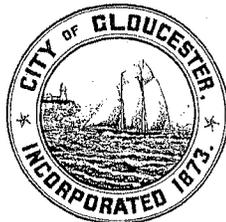
To issue a contract for more than a three year period, Massachusetts General Law requires approval from the City Council.

With your permission, we are requesting this to be submitted to the City Council for the meeting schedule for Tuesday, February 14, 2012.

Respectfully,
Donna Compton

ok
OK
2/7/12

City Hall
Nine Dale Avenue
Gloucester, MA 01930



TEL 978-281-9707
FAX 978-281-8472
jtowne@gloucester-ma.gov

CITY OF GLOUCESTER
OFFICE OF THE CHIEF FINANCE OFFICER

MEMORANDUM

To: Mayor Carolyn A. Kirk
From: Jeffrey C. Towne, CFO *JCT*
Date: January 30, 2012
Re: Loan order – Refinancing existing debt

RECEIVED
JAN 30 2012
Mayor's Office

The City has the opportunity to refinance existing outstanding debt to save interest expense. Please find attached the language of a proposed loan order that would authorize the refinancing of the loans and that the loans would qualify under the State qualified bond program. Would you kindly refer this matter to the City Council for referral to the Budget and Finance Committee?

AK
cmk
2/7/12

City of Gloucester, Massachusetts
Loan Order
(Refinancing Outstanding Bonds for Interest Cost Savings)

Motion: Move that in order to reduce interest costs, the Treasurer, with the approval of the Mayor, is authorized to provide for the sale and issuance of refunding bonds under G.L. c.44, Sec. 21A to refund all or any portion of the remaining principal of and redemption premium and interest on any bonds of the City outstanding as of the date of adoption of this Order, and for the payment of all other costs incidental and related thereto, and that the Mayor and the Treasurer are each authorized to take any and all other action necessary to carry out the purposes of this Order. Further, that the Treasurer is authorized to file an application to qualify under Chapter 44A of the General Laws any and all of the bonds or notes authorized to be issued pursuant to this Order, and to provide such information and execute such documents as may be required for such purposes.

City of Gloucester
Office of the Mayor
Review and Recommendations for the Disposition of Real Property

TO THE CITY COUNCIL FOR REVIEW, RESTRICTIONS AND APPROVAL

Property Information:

Document Number: RFP 12093
Property Name and Address: Magnolia School House, 46 Magnolia Avenue, Gloucester, MA.
Description of Property: Former Blynman School, Map 174, Lot 3
Method of Disposition: Sale (Public Purpose Requested - Historical Museum)
Minimum Sale Price: \$ TBD

Purchasing Department:

At the request of the Mayor, the Purchasing Department has prepared a Request for Proposals for the disposition of the above property.


NAME POSITION DATE
Purchasing Agent 1/26/12

Contract Manager:

At the request of the Mayor, I have reviewed the possible disposition of the above named property. My recommendations have been submitted to the Mayor for consideration and possible inclusion in the RFP.


NAME POSITION DATE
Facilities Director 1/26/12

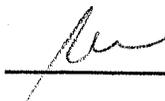
Office of the Assessor:

At the request of the Mayor, I have reviewed the possible disposition of the above named property. My recommendations have been submitted to the Mayor for consideration and possible inclusion in the RFP.


NAME POSITION DATE
Assessor 1/26/12

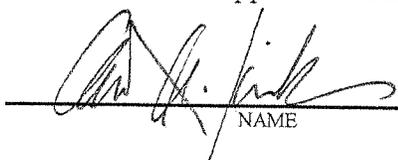
Legal Department:

At the request of the Mayor, the Legal Department has reviewed the attached recommended RFP.


NAME POSITION DATE
General Counsel 1/26/12

Office of the Mayor:

As required by the Gloucester Code of Ordinance, I am submitting my recommendation to the City Council for their approval to dispose of the above property in a Request for Proposal format.


NAME POSITION DATE
Mayor 2/7/12

City of Gloucester

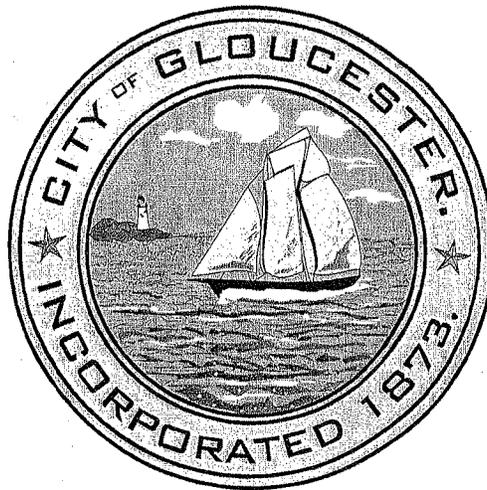
Office of the Purchasing Agent

City Hall, 9 Dale Avenue

Gloucester, Massachusetts 01930

Telephone 978 281 9710 Fax 978 281 8763

www.gloucester-ma.gov



REQUEST FOR PROPOSALS #12093

SALE OF

MAGNOLIA SCHOOL HOUSE

46 Magnolia Avenue, Gloucester, MA

Request for Proposal Available:

Proposal Submission Deadline:

DRAFT FOR CITY COUNCIL APPROVAL

SECTION 1: NEWSPAPER ADVERTISING

To: Cape Ann Beacon

From: Donna Compton, Purchasing Agent

Date: TBD

Re: **Please run this ad on the Records/Legal page as small as possible on Fri and again on Friday,**

**CITY OF GLOUCESTER, MA.
REQUEST FOR PROPOSALS # 12093
Sale of Blynman (Magnolia) School House**

Pursuant to M.G.L.c 30B, the City is seeking proposals for the Sale of City owned land and building located at 46 Magnolia Ave., shown on assessor's map 174, lot 3. The property is listed as **14,060 SF** lot area and **2,160 sf** 1st flr area, 1,040 sf finished & 1,120 sf unfinished basement area. The City seeks to have services rendered to Magnolia and other local residents by requiring that the property be utilized for a Historical Museum and programs. The RFP package will be available on **TBD** at the Office of the Purchasing Agent. Proposals must be received and will be opened at the Office of the Purchasing Agent, City Hall, 9 Dale Ave., Gloucester, MA 01930 no later than **TBD**. The City reserves the right to reject any and all proposals, or to accept that which is deemed in the best interest of the City. **The City shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing services, etc.**

**Donna Compton
Purchasing Agent**

SECTION 2: CENTRAL REGISTER POSTING

**CITY OF GLOUCESTER, MA
REQUEST FOR PROPOSALS #12093
Sale of Magnolia School House**

SECTION 3: INTRODUCTION:

Pursuant to M.G.L.c 30B, the City of Gloucester requests sealed proposals for the sale of City owned land and building located at 46 Magnolia Avenue, Gloucester, MA. The property is listed as **14,060 SF** lot area and **2,160 sf 1st flr** area, 1,040 sf finished & 1,120 sf unfinished basement area. The City seeks to have services rendered to Magnolia and other local residents by requiring that the property be utilized for a Historical Museum and programs. The Purchasing Agent has issued this RFP after determining that the selection of the most advantageous offer requires comparative judgment of these factors.

SECTION 4: RFP AVAILABILITY/DEADLINE

The Request for Proposal package will be available on **TBD** at the Office of the Purchasing Agent. Proposals must be received and will be opened at the Office of the Purchasing Agent, City Hall, 9 Dale Ave., Gloucester, MA 01930 no later than **TBD** local time.

SECTION 5: LOT DESCRIPTION: shown on assessor's map 174, lot 3.

1. The property is listed as: **14,060 SF lot area**
2. The building is listed as: **2,160 SF finished area on first floor, 1040 SF finished basement and 1,120 sf unfinished basement**

SECTION 6: ZONING: R-30 Residential**SECTION 7: RESTRICTIONS:**

Use of the property is restricted to providing a Historic Museum

SECTION 8: RFP TERMS AND CONDITIONS:

1. The City reserves the right to reject any and all proposals, or to accept that which is deemed in the best interest of the City of Gloucester, Massachusetts.
2. The City shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing services, etc.
3. All proposals must comply with the provisions of Massachusetts General Laws chapter 30B and any other applicable Federal, State and Municipal laws and/or ordinances.
4. The City reserves the right to issue addenda to this RFP. If it becomes necessary to revise any part of this RFP, addenda will be provided in writing to all prospective offerors who have requested a copy of this RFP. The addenda shall be deemed a part of this RFP.
5. Offeror's responses to this RFP may be modified only by written and sealed communication with the Office of the Purchasing Agent. Any such written and sealed communication must be received by the Office of the Purchasing Agent before the deadline for proposal submission. Proposals submitted in response to this RFP may be withdrawn only by communicating the intent to withdraw a proposal in a written and sealed communication to the Office of the Purchasing Agent before the deadline for submission.
6. By submission of a proposal, the offeror agrees, if it's proposal is accepted: to enter into a contract with the City that incorporates all the requirements of this RFP. The offeror further accepts all of the terms and conditions of this RFP.

SECTION 9: PROPOSAL SUBMISSION REQUIREMENTS:

1. The timetable for the City to issue a purchase and sales agreement is, as soon as possible after the bid opening, but within 45 days. If additional time is required, a change order will be issued and authorized by the mutual assent of the City and bidder.
2. Each proposer's must include a signed "Non-Collusion Statement". The City will reject any bid for failure to submit the signed "Non-Collusion Statement".
3. Each proposer's must complete the "Reference Form" included in the RFP. Proposers are required to show a minimum of five years of successfully operating a museum. This form is part of the evaluation criteria.
4. **Proposals must be submitted in a sealed package in the following manner:**
 - A. **Package:** Clearly mark (label) in the lower left-hand corner of the envelope

- RFP # 12093
- Sale: Magnolia School House
- Proposer's name and address
- Opening date: **TBD**
- Time of opening: 11:00 AM

- B. **Include in Package:** Five copies of your Proposal, including, but not limited to:
1. A description of the method the applicant intends to use to manage the project, if awarded the contract.
 2. Description of the qualifications of the key participants whom the Proposer plans to utilize.
 3. Any other information the Proposer considers relevant
 4. Non-Collusion Statement
 5. References

SECTION 10: PROPOSAL EVALUATION:

This section describes the criteria and process to be used by the City of Gloucester in evaluating proposals received in response to the RFP. All proposals will be evaluated by the City of Gloucester.

SECTION 11: MINIMUM CRITERIA:

The City of Gloucester will conduct a preliminary review of each proposal to determine whether it meets the minimum criteria listed below. Proposals that do not meet these minimum criteria **may** be disqualified from further consideration

1. The proposal includes all information required in this Request for Proposal
2. The proposers agrees to meet the City of Gloucester's sale terms.
3. The proposal meets the City's identified need for Gloucester Historical Museum services.

The City of Gloucester will be evaluating all Proposals to qualify them as being responsible and responsive to the requirements of the RFP. All Proposals **must include** the following elements to be considered valid for this property sale:

1. **Description of Proposer and Affiliates**
A description of the Proposer Buyer whether an individual, Corporation, Partnership, Trust, etc. If the Proposer is a team, include a list of members.
2. **Proposer Contact Information**
Include the primary contact name, address, phone and fax number. Provide the address, contact name and phone number for each member of the Proposer's team.
3. **Bid Price Sheet**
The Proposal must clearly state in written word and numerical form the amount of the bid. The City of Gloucester reserves the right to reject any and all bids. The City of Gloucester has established a **minimum bid price of TBD**
4. **Evidence of Financial Ability**
Provide information, as provided in paragraph 6, that will demonstrate to the City that the Proposer has the financial ability to purchase, develop, and financially sustain the property. Such evidence may include Financial Statements of proposer and/or its affiliates, letters of intent from lenders and lender references showing sources of funds for acquisition, construction or site development, permanent financing and any proposed real estate development/environmental cost cap insurance products. The City shall decide if the evidence is sufficient.
5. **Certificate of Non Collusion**
6. **Project Description:** The Proposer must provide a narrative description of the proposed use of the property. This narrative description is required so that the City can determine if the proposed use is in compliance with the terms and conditions of the RFP and other municipal laws and regulations.

SECTION 12: AWARD OF SALE:

The City will determine the most advantageous proposal from a responsible and responsive Proposer, that meets the stated objective, taking into consideration all evaluation criteria set forth in this Request For Proposal.

SECTION 13: REFERENCES

References: Request for Proposal: #12093

Sale: Magnolia School House

Name of Proposer	
Proposer's Address	

Proposer must provide references for all contracts or similar ventures performed within the past five years of similar size and scope to this project.

Reference		Contact	
Address		City, State, Zip	
Telephone		Fax	
Description of similar project performed			

Reference		Contact	
Address		City, State, Zip	
Telephone		Fax	
Description of similar project performed			

Reference		Contact	
Address		City, State, Zip	
Telephone		Fax	
Description of similar project performed			

Reference		Contact	
Address		City, State, Zip	
Telephone		Fax	
Description of similar project performed			

Reference		Contact	
St. Address		City, State, Zip	
Telephone		Fax	
Description of similar project performed			

This form may be duplicated, if additional space is required

SECTION 14: CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalty of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Bidder: _____ Address: _____

Authorized Signature _____ Title: _____

Telephone _____ Fax _____

SECTION 15: TAX COMPLIANCE

IF A CORPORATION:

State in which Incorporated _____

President _____

Treasurer _____

Secretary _____

If a foreign (out of State) corporation - are you registered to do business in Massachusetts? YES ___ NO ___. If you are selected for this work, you are required under Massachusetts General Law Chapter 38D, to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate to the awarding authority prior to award.

IF A PARTNERSHIP (Name All Partners):

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IF AN INDIVIDUAL:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____

IF AN INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME:

<u>Name of Firm</u>	<u>Business Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____
<u>Name of Individual</u>	<u>Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____

ATTESTATION CLAUSE

Pursuant to MGL c 62C sec 49A. I certify under penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

Social Security No. Or Federal Identification No _____ Signature or Individual or Corporate Name _____

Corporate Officer (If Applicable)

The City reserves the right to reject any and all bids or to accept the bid deemed in the best interest of the City of Gloucester, MA.

SECTION 16: HAZARDOUS MATERIALS RELEASE ("Hold Harmless" Agreement)

RELEASE REGARDING HAZARDOUS MATERIALS
Magnolia Schoolhouse, 46 Magnolia Avenue, Gloucester, MA 01930

The City assumes no liability for any release of hazardous materials on the property. The Proposer has not relied upon any representations by the City with respect to hazardous materials, except to the extent disclosed herein.

The Proposer agrees to release and hold harmless the City of Gloucester from any liability arising out of any hazardous materials that may be present on the property.

Proposer _____ Date: _____

PURCHASE & SALE AGREEMENT - DOCUMENT WILL BE SUPPLIED TO SUCCESSFUL PROPOSER

Evidence of Financial Ability *(additional information or reports may be attached).*

Evidence of proposed sources of funds and financing clearly demonstrates financial ability to acquire and maintain the property. Proposer clearly identifies sources and uses of funds.

Financial Information *(List and attach information)*

Financial statements of proposed Buyer or affiliates. Letters of interest from lenders and lender references indicate level of financing proposed by each source.

Site Development Proposal *(additional information or reports may be attached).*

Proposed development with cost estimates.

SECTION 17: PRICE PROPOSAL SHEET RFP 12093

All Proposers shall submit bids in strict accordance with the submission requirements listed below. Any Proposer failing to provide all of the following submission requirements will be considered "non-responsive" and their proposal may be rejected without further consideration

PRICE PROPOSAL

Location	Total Bid Price
Magnolia Schoolhouse, 46 Magnolia Ave - AWARD LINE	

METHOD OF AWARD:

The City of Gloucester will review all proposals submitted for full compliance with the requirements contained in RFP #12093. The City's objective is to award an agreement to the responsive and responsible Proposer who is in full compliance with the requirements of the RFP and who submits the highest bid price. The highest bid must meet or exceed the minimum bid set by the City Council.

BIDDERS SIGNATURE:

I understand the terms and conditions contained in RFP 12093 and in accordance submit this bid.

Signature of proposer or authorized agent *Print or type name of proposer* *Title*

Name of Business *Business Address*

Telephone *Fax*

SECTION 18: Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addressees of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by MGLc 7 Sec. 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

- 1. Public agency involved in this transaction: **City of Gloucester, MA.**
- 2. Complete legal description of the property: **Magnolia School House
(formerly Blynman School)
46 Magnolia Avenue
Gloucester, MA. 01930
Map No. 174 Lot No. 3**

3. Type of transaction: Sale:

4. Seller: **City of Gloucester, Ma.**

Purchaser N/A

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. **Note:** If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Name	Address

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or position

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item #1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item #4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

Signature		Title	
Printed name		Date	

CONTRACT TERMS AND CONDITIONS

The following terms and conditions shall apply to the sale of the property described within this RFP:

1. **The City's Responsibility:**
 - a. The City of Gloucester's City Solicitor and CFO shall conduct a review of the Successful Proposer's property tax history. A delinquency, lien, etc. for any fee, charge, preexisting payment agreement with the Treasurer/Collector or tax in the payment of taxes on any property in the City of Gloucester or any other city shall be cause to reject the Proposer's bid. Applicant(s) must also state if they ever had property in which the City of Gloucester foreclosed, and the circumstances leading to the previous foreclosure(s)
2. **The Successful Proposer's Responsibility:**
 - a. The Successful Proposer shall complete a thorough on site inspection before submitting a proposal.
 - b. The Successful Proposer agrees to purchase the property **"AS-IS"**.
 - c. The Successful Proposer agrees to be solely responsible for obtaining any and all permits, approvals, waivers, releases or any other requirements necessary to use or rehabilitate the property.
 - d. The Successful Proposer agrees the development of the property shall be in compliance with all applicable Federal, State and Municipal Laws and Regulations.
 - e. The Successful Proposer agrees to execute a Purchase and Sales Agreement with the City within **Thirty (30)** days of the Notice of Award.
 - f. The Successful Proposer agrees to remit the full bid price and complete the sales agreement and closing within **Ninety (90)** days from the Notice of Award.
 - g. The Successful Proposer understands that if they fail to complete the Purchase and Sales Agreement within **Thirty (30)** days or fails to complete the sales agreement and closing within **Ninety (90)** days, the City shall revoke the notice of award and retain all moneys received as liquid damages.

PART VII MISCELLANEOUS**1. Amendments/Modifications to Proposals**

The Proposer may at any time prior to the deadline for submission of the Proposals, amend or modify a Proposal by submitting the amendment/modification to the address specified in Part V of the RFP, in a sealed package and clearly marked with the following information:

TITLE: "RFP 12093, Proposal for Disposition by Sale of Magnolia Schoolhouse"
FROM: Name and address of Proposer(s)
TO: City of Gloucester, Office of the Purchasing Agent
 9 Dale Avenue, Gloucester, MA 01930
DUE: TBD

2. Withdrawal of Proposals

Any Proposer may withdraw its Proposal at any time prior to the deadline established in this RFP. The Proposer wishing to withdraw a proposal must provide a written authorization and or acknowledgment that he or she is withdrawing the Proposal and the City of Gloucester is held harmless from any responsibility as a result of the Proposal withdrawal.

3. Rejection of Proposals

The City of Gloucester reserves the right to reject any or all proposals. The City has established a minimum bid price of **\$TBD**.

4. Authorization to Sell

All proposers are hereby notified that property described herein has been declared surplus property by the Gloucester City Council with the authorization to issue a Request for Proposals with conditions.

5. Addendum

Any addendum to the RFP will be sent by mail or fax to those proposers who have registered with the Office of the Purchasing Agent and received a copy of the RFP. The City will not be responsible for notifying anyone who received a copy of the RFP from any other source. If it is not possible to notify all parties who received an RFP prior to the deadline for submission, the City reserves the right to extend the deadline for submission through proper notice.

6. Conditions

Submission of a proposal in response to this RFP constitutes an agreement by Proposer and any and all grantees in any subsequent deed from the City to be bound by and comply with all provisions of the entire RFP, including the following conditions, which shall survive the execution and acceptance of a deed of the subject property.

- a. That the property in question, whether occupied or not shall be in compliance with any and applicable Building, Sanitary and Health Codes by the Successful Proposer.
- b. That upon conveyance, the deed and any other documents or plans relevant to the closing shall be recorded at the Successful Proposer expense in the Registry of Deeds.
- c. That the Successful Proposer shall also pay for any documentary tax stamps, as may be applicable to the sale of this property.
- d. That the Successful Proposer has paid all taxes as may be due in compliance with MGL, Chapter 62, Section 49A as amended. *See section 15*
- e. That the Successful Proposer must comply with, execute, and include with the proposal the affidavit of compliance with the provisions of MGL, Chapter 7, Section 40J. *See section 18*

- f. That a failure by the Successful Proposer of the subject property, to comply with any provision or condition hereof shall, at the option of the City require that the Successful Proposer and any and all grantees shall re-convey the subject property to the City of Gloucester for the same price which Proposer paid for the acquisition thereof. This condition shall be applicable for four (4) years after the closing.
- g. That the Proposer has not relied upon any representations by the City regarding the presence of any hazardous materials on the property, and holds the City harmless from any and all liability for the same.
See copy hereto attached marked Exhibit D.

ATTACHMENT "A"
ASSESSOR'S INFORMATION

CURRENT OWNER GLOUCESTER CITY OF FULLER SCHOOL		UTILITIES		SURT. ROAD		LOCATION		CURRENT ASSESSMENT		108 GLOUCESTER, MA	
GLOUCESTER, MA 01930 0000		Other ID: SUB-DIV PP ACCT WARD PREC.		SUPPLEMENTAL DATA 0174 0003 001		ASSOC PID#		Code 9310 9310		Assessed Value 275,100 132,400	
Additional Owners:		GIS ID: 9287		BK-VOL/PAGE		SALE DATE		Yr. Code		Assessed Value	
						01/01/1895		2012 9310		196,500	
								2012 9310		145,200	
								Total:		407,500	

RECORD OF OWNERSHIP GLOUCESTER CITY OF		SALE PRICE		V.C.		PREVIOUS ASSESSMENTS (HISTORY)		Total:		338,700	
		0				Yr. Code		Assessed Value		Assessed Value	
						2012 9310		275,100		2010 9310	
						2012 9310		132,400		2010 9310	
						Total:		407,500		341,700	

EXEMPTIONS
 Year Type Description Amount Code Description Number Amount Comm. Int.
 Total: 407,500
 This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD		OTHER ASSESSMENTS	
NBHD/SUB		Code Description Number Amount Comm. Int.	
3C/A			
STREET INDEX NAME		TRACING	
BATCH			
NOTES			
BLYNMAN SCHOOLHOUSE			
FORMER BLYNMAN SCHOOL			

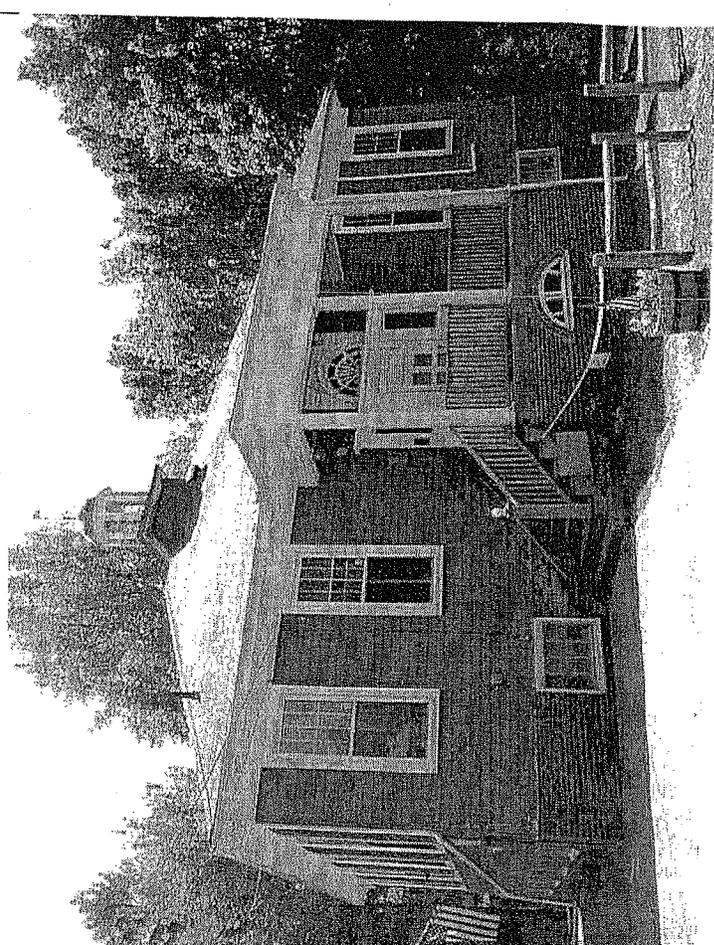
APPRaised VALUE SUMMARY		Appraised Bldg. Value (Card)		275,100	
		Appraised XF (B) Value (Bldg)		0	
		Appraised OB (L) Value (Bldg)		0	
		Appraised Land Value (Bldg)		132,400	
		Special Land Value		0	
		Total Appraised Parcel Value		407,500	
		Valuation Method:		C	
		Adjustment:		0	
		Net Total Appraised Parcel Value		407,500	

BUILDING PERMIT RECORD		VISIT/CHANGE HISTORY	
Permit ID	Issue Date	Type	Description
9121-919	11/15/1999	CM	Commercial
LA-5497	09/01/1995	RE	Remodel
Amount	Insp. Date	% Comp.	Date Comp.
6,000	0	0	6/7/2011
0	0	0	8/20/2003
			10/8/1996
Comments	Date	Type	Purpose/Result
REPLACE PORCH DAYCARE	6/7/2011	02	EX EXTERIOR INSPECTIO
	8/20/2003	01	AS IN INTERIOR INSPECTIO
	10/8/1996	VI	VI VISIT INSPECTIO

LAND LINE VALUATION SECTION		Notes- Adj		Special Pricing		Adj. Unit Price		Land Value	
I. Factor	S.A. Disc	C. Factor	ST. Idx	Adj.					
1.20	6	1.0000	3C	1.00			9.42		132,400
Units	Unit Price	Frontage	Depth	Zone D	Description	Use			
14,060 SF	7.85			R-30	MUN IMP COMM				
Total Card Land Units:		0.32 AC		Parcel Total Land Area:		0.32 AC		Total Land Value:	
								132,400	

CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)	
Element	Cd	Ch	Description
Style	89		Other Municip
Model	94		Commercial
Grade	03		Average
Stories	1		
Occupancy	1		
Exterior Wall 1	14		Wood Shingle
Exterior Wall 2			
Roof Structure	03		Gable/Hip
Roof Cover	03		Asph/F Gls/Cmp
Interior Wall 1	03		Plastered
Interior Wall 2	05		Drywall/Sheet
Interior Floor 1	05		Vinyl
Interior Floor 2	12		Hardwood
Heating Fuel	02		OH
Heating Type	04		Forced Air-Duc
AC Type	01		None
Bldg Use	931C		MUN IMP COMM
Total Rooms	00		
Total Bedrms	2		
Total Baths			
Heat/AC	00		NONE
Frame Type	02		WOOD FRAME
Baths/Plumbing	02		AVERAGE
Ceiling/Wall	06		CEIL & WALLS
Rooms/Ptns	02		AVERAGE
Wall Height	8		
% Conn Wall	0		
OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)			
Code	Description	Sub	Unit Price
		Yr	Gde
		Dp	Rt
		Chd	%End
			Apr
			Value
BUILDING SUB-AREA SUMMARY SECTION			
Code	Description	Living Area	Gross Area
		Eff. Area	Unit Cost
			Undeprc. Value
BAS	First Floor	2,160	2,160
FBM	Basement, Finished	0	1,040
FEP	Porch, Enclosed, Finished	0	728
FOP	Porch, Open, Finished	0	16
UBM	Basement, Unfinished	0	102
		1,120	280
Ttl. Gross Liv/Lease Area:		2,160	4,446
			3,210
			393,065

BAS	46	FEP	26
FBM	40	FOP	17
BAS	40	UBM	6
UBM	40		28



City Hall
Nine Dale Ave
Gloucester, MA 01930



TEL 978-281-9700
FAX 978-281-9738
jduggan@gloucester-ma.gov

CITY OF GLOUCESTER
OFFICE OF THE MAYOR

Memorandum

To: City Council President Hardy and Members of the Gloucester City Council

From: Jim Duggan, Chief Administrative Officer 

Date: January 24, 2012

Re: **Donated Vehicle**

Attached is a letter from Mr. James W. O'Hara, Jr., President of O'Hara Industrial Services, LLC, alerting the Gloucester Emergency Management Director that Mr. O'Hara would like to donate a vehicle for emergency management purposes to the City of Gloucester.

Please refer this matter to Budget and Finance for their review. Appropriate city staff will be available to answer any questions.

Thank you

dc
CAXC
2/17/12

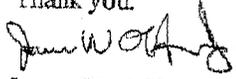
O'Hara Industrial Services, LLC
55 Lexington Avenue
Gloucester, MA 01930
978-979-7533 Fax: 978-525-3191

December 31, 2011

Gloucester Emergency Management
Gloucester, MA 01930

On this day, O'Hara Industrial Services, LLC donates to Gloucester Emergency Management a 1985 Chevrolet P-30 Van, Model CP-3144 with VIN # of 1GCJP32M2F3338931. This van has a street value of \$4,500.00.

Thank you.



James W. O'Hara Jr.
President/O'Hara Industrial Services, LLC

MEMORANDUM

TO: Mayor Carolyn Kirk
FROM: City Council
DATE: Week of February 13, 2012
SUBJECT: Councilors' Requests to the Mayor

COUNCILOR'S REQUESTS TO THE MAYOR

12-007 (Hardy) Request the Mayor have the City's mechanic examine and report in writing to the City Council's Budget and Finance Committee on the current condition of the vehicle (1985 Chevrolet P-30 VAN, model # CP-3144) that is proposed to be donated to the City of Gloucester for use by Emergency Management/Civil Defense. Said inspection report is to include, but not be limited to, the following information:

What is the current condition of vehicle – does vehicle have a current inspection sticker – what will it cost the city to put the vehicle on the road and to upgrade/retrofit the vehicle so that it may perform the requirements of Emergency Management/Civil Defense, what is the current mileage on the odometer, what is the fuel type, what is the reasonable anticipated future life of the vehicle.

FURTHER that the Administration identifies the previous use of the vehicle, funding source for day-to-day vehicle maintenance as well as anticipated costs and funding source associated with required upgrading the vehicle needs to perform the specific needs/requirements of Emergency Management/Civil Defense. Where will the vehicle be garaged and what city department will perform maintenance on it?

FURTHER that the EM Director identify the funding source associated with “outfitting/retrofitting” the vehicle with Emergency Equipment that needs to be loaded into/onto the truck to respond to emergencies.

This matter appeared under the Mayor's Report as Item #7 on the City Council Consent Agenda of 02/14/12 and is referred to the Budget & Finance Committee.

Respectfully submitted,
Jacqueline M. Hardy
City Council President

Office of the Fire Chief
Philip S. Dench
8 School Street
Gloucester, MA 01930



TEL 978-281-9780
FAX 978-281-9822
pdench@gloucester-ma.gov

CITY OF GLOUCESTER
FIRE DEPARTMENT

MEMORANDUM

Date: January 25, 2012
To: Mayor Carolyn Kirk
From: Philip S. Dench, Fire Chief *PSD*
Subject: Mass Decontamination Unit Grant

Mayor,

I am requesting that the city accept a grant from The Commonwealth of Massachusetts Executive Office of Health and Human Services Department of Public Health in the amount of two thousand five hundred dollars (\$2,500.00).

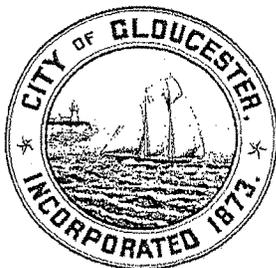
This is the same grant that we have received for the last few years. There is no match on this grant. The scope of the grant is:

1. Cooperate with hospitals in training of Fire Department Personnel in the hospital's plan for MDU use; and
2. Train Hospital staff in the set-up and use of the MDU; and include in-hospital training of Fire Department personnel, to familiarize them with the hospital's equipment and procedures; and
3. Conduct an annual MDU exercise with full involvement of the partnering hospital in those exercises; and
4. Conduct maintenance and re-supply of the MDU (as per the written agreement with the appropriate hospital(s));
5. During this agreement period, provide reporting of training activities and provide after action reports of full field MDU exercises.

Two years ago we conducted in-house fire department training and purchased some lighting equipment that would be needed should we have to set up the MDU after dark. Last year we conducted four in-house training sessions at the fire department. We also had several informational meetings with AGH officials about their plan for use of the MDU. Finally we had a joint exercise between of the set-up and use of the unit. This exercise included both Gloucester fire and Addison Gilbert Hospital personnel.

This year, we will be relocating the MDU from one of our outskirt stations to a site at the Addison Gilbert Hospital. If this unit ever does need to be used, it would more that likely be set up at the hospital and it makes sense to have it already on site. We will have another joint exercise with both Gloucester Fire and Addison Gilbert personnel and we will pull out all the equipment, inventory it and replace as needed.

PSD 2/19/12



City of Gloucester
Grant Application and Check List

Granting Authority: State Federal _____ Other _____

Name of Grant: MDU Grant

Department Applying for Grant: Fire

Agency-Federal or State application is requested from: Department of Public Health

Object of the application: Training + Maintenance of Mass Decantation Unit

Any match requirements: NONE

Mayor's approval to proceed: [Signature] 2/7/12
Signature Date

City Council's referral to Budget & Finance Standing Committee: _____
Vote Date

Budget & Finance Standing Committee: _____
Positive or Negative Recommendation Date

City Council's Approval or Rejection: _____
Vote Date

City Clerk's Certification of Vote to City Auditor: _____
Certification Date

City Auditor:
Assignment of account title and value of grant: _____
Title Amount

Auditor's distribution to managing department: _____
Department Date sent

NOTE: A copy of all grant paperwork must be submitted to the Auditor's Office



**City of Gloucester
Grant Application and Check List (Continued)**

The following are documents needed by the Auditing Office for grant account creation:

1. Grant Application
2. Grant Award Letter/Standard Contract Approval Form
3. Council Order Approval
4. Original Grant Account Budget as approved by Grantor
5. Amended Grant Account Budget as approved by Grantor (if applicable)
6. Any additional information as requested by the Auditing Department

Note: All documents must be complete signed copies.

Please attach the following documents with the Grant Application and Check List and send to the Auditors' Office.

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: _____

ACCOUNT NAME: _____

FUND NUMBER AND NAME: (N/A FOR NEW FUND) _____

CFDA # (Required for Federal Grants): _____

DATE PREPARED: _____

APPROVED
AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_____)				
				\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (5_____)				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE _____

DATE ENTERED (AUDIT) _____ AUDITING DEPARTMENT INITIALS _____



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

JUDYANN BIGBY, MD
SECRETARY

JOHN AUERBACH
COMMISSIONER

January 19, 2012

Interim-Chief Philip S. Dench
Gloucester Fire Department
8 School Street
Gloucester, MA 01930-3529

Dear Fire Chief Dench:

The enclosed documents are presented for your participation in receipt of contracted grant funds as awarded to the Massachusetts Department of Public Health (MDPH) from the federal Health and Human Services Department, Office of the Assistant Secretary of Preparedness and Response (ASPR), for the FFY2011 program of hospital preparedness.

The purpose of the funding is to ensure that the Mass Decontamination Units (MDU) assigned to your department will be maintained in a state of readiness in the event of an emergency. All 72 fire departments in the Commonwealth that have been assigned the decontamination units have been requested to participate. We request your continued participation in collaborating with the specified hospital(s) in your region, to ensure timely availability of mass decontamination response.

For this ninth allocation of funding, there are five tasks to be completed, and these tasks are outlined in the enclosed Scope of Services which details the work to be performed under this contractual agreement. Upon approval of the contractual agreement by the Department of Public Health, payment will be made in full, and expended for tasks completed prior to June 30, 2012.

You will note a change in the contractual agreement presented to you this year, which are unlike prior year's agreements. The duration is expressed as being effective through June 30, 2016, yet these funds provided currently are for a single year and must be liquidated by June 30, 2012. Future allocation of funding and the rate that will be paid to your department will be subject to award/appropriation of funding from ASPR to MDPH for this same purpose. For future allocation, you will be notified via letter in lieu of the standard contractual agreement documents, thus eliminating the need for further contractual agreement signing for your receipt of future funding for this purpose.

Funding that is made available to DPH from ASPR/HPP will support the field deployment and effective implementation of the decontamination units assigned to fire departments as "hospital protection units" as well as those assigned as "fire district" units. The enclosed contractual agreement will provide

additional needed resources to fire departments in each community. Your fire department for this ninth year, will receive \$2,000 for each Mass Decontamination Unit (MDU) assigned to you, by committing to the completion of five tasks by June 30, 2012.

The Authorized Signatory's signature is required on the enclosed contractual agreement documents and will engage your department to complete the tasks identified, and allow payment to be made.

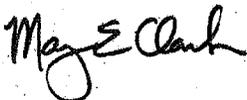
The following is a list of the enclosed documents:

1. Commonwealth of Massachusetts Standard Contractual Form: *signature and actual date signed required;*
2. Contract Form Instructions: enclosed as reference only;
3. Contractor Authorized Signatory Listing: You must prepare a new contractor authorized signatory listing for the person or persons authorized to engage your department in contractual agreements – *preparation of document and signature required;*
4. Commonwealth of Massachusetts Invoice, Form PV Payment Voucher: *signature required;*
5. Commonwealth of Massachusetts Terms and Conditions: enclosed as reference only, a signed copy is on file from previous agreement(s) executed with the Commonwealth;
6. Other Required Terms, Procurement Exceptions - additional terms for services that are procured via waiver, as these services have been procured and via Waiver #21916;
7. Scope of Services: outlines performance requirements for receipt of this ninth allocation of MDPH/ASPR HPP funds: enclosed as reference;
8. Fiscal Conditions/Budget: identifies the planned costs to be incurred and expended by June 30, 2012;
9. Reporting Requirements: outlines requirement to report actual expenditures accomplished and submit report by September 30, 2012;
10. Notice of Intent and Waiver of Competitive Procurement #21916: enclosed as reference;
11. Allocation Plan for this year's award by fire department and number of MDU.

Please sign and return the enclosed documents in their entirety to the attention of Kristen Heffernan, Contract Manager, ASPR Hospital Preparedness Program, 250 Washington Street, 1st Floor, Boston, MA 02108, no later than **February 3, 2012**. Upon receipt, approval will be sought, and payment in full will occur. There are strict deadlines that must be met for this allocation of funding and therefore, your compliance with the return deadline is requested. If you have any questions or require additional information relative to this paperwork to allocate the ninth allocation of funding, please contact Kristen Heffernan via e-mail: Kristen.Heffernan@state.ma.us or via telephone: (617) 624-5083. Programmatic questions may be directed to Thomas O'Connell, Massachusetts Department of Fire Services via email Thomas.OConnell@state.ma.us or (978) 567-3158.

Thank you for your continued participation in this important initiative.

Sincerely,



Mary E. Clark, JD, MPH
Director, Emergency Preparedness Bureau
Massachusetts Department of Public Health

Attachments (11)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: City Of Gloucester (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Department Of Public Health MMARS Department Code: DPH
Legal Address: (W-9, W-4,T&C): 9 Dale Ave Ste 9, Gloucester, MA 019303000	Business Mailing Address: 250 Washington St., Boston, MA 02108
Contract Manager: Interim-Chief Philip S. Dench	Billing Address (if different):
E-Mail: pdench@ci.gloucester.ma.us	Contract Manager: Jane Guilfoyle
Phone: 978-281-9760 Fax: 978-281-9822	E-Mail: Jane.Guilfoyle@state.ma.us
Contractor Vendor Code: VC6000192096	Phone: 617-624-5274 Fax: 617-624-5729
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): INTF6207P01W21916393 RFR/Procurement or Other ID Number: W21916
<p style="text-align: center;"><input checked="" type="checkbox"/> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended). <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ _____.	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Grants To Public Entities Fire Depts with Mass Decontamination Units (MDU)	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 2. may be incurred as of <u>02/23, 2012</u> , a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . ___ 3. were incurred as of ____, 20__, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Toni Gustus</u> Print Title: <u>Director, Purchase of Service Office</u>

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



to explain and justify the exemption and whether Contractor selection has been publicly posted.

payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s. 12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to Intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate Intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; State tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation

pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12101, et seq., the Rehabilitation Act; 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts: For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

It is required that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 _____.

My commission expires on:

AFFIX NOTARY SEAL

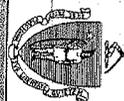
I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 _____.

AFFIX CORPORATE SEAL

PAYMENT VOUCHER INPUT FORM

Department/Organization Name
Emergency Preparedness Bureau



Commonwealth of Massachusetts
Office of the Comptroller

Document ID

Trans Dept R/Org Number PV Date Acctg Prd Budget FY
PV DPH 6207 Off Liab Act 2012

Action (E) E Sch Pay Date

VENDOR'S CERTIFICATION
I certify that the goods were shipped or the service rendered as set forth below.

Ref Doc ID
INTF6207/P01W21916393

(Please Sign/Initial)

Vendor Name and Address
CITY OF GLOUCESTER
9 DALE AVE STE 9
GLOUCESTER, MA 01930-3000
AD001

Document Total \$2,000

Payment Ref Number
INTF6207/P01W21916393

Vendor Code
VG6000192096

Emp

Reference Order	LN	QTY	Description	Unit Price	Amount
			FOREIREDEPT MASS DECONTAMINATION UNIT (MDU) DEPLOYMENT AND TRAINING	\$2,000	\$2,000

LN	Trans	Dept	R/Org	Number	LN	Dept	Approp	Sub	Org	S/Org	Obj	Prog	TY
01	CT	DPH	6207	W21916	01	DPH	45100404	PP	6207		P01	4843	
Proj/Cl/Grc	Actv	RPTG	Fund	BS Acct	Payment Reference Number		Description						
				INTF6207/P01W21916393	F4510-04041								
MSA#	Line#	Disc	Dates of Services to		Quantity	Line Amount	I/D	P/F					
						\$2,000							

I hereby certify under penalties of perjury that all laws of the Commonwealth of Massachusetts governing disbursement of public funds and the regulations thereof have been complied with and observed.

Prepared By: _____ Title: Admin. Assistant Date: _____
Entered By: _____ Title: _____ Date: _____

The undersigned authorized signatory approving this document certifies that this document and any attachments are accurate and complete and comply with all applicable general and special laws and regulations.

INSTRUCTIONS TO VENDORS
-Fill in shaded area
-Direct inquiries to state organization

Approved By: _____ Title: Fiscal Coordinator Date: _____
Page _____ of _____
Phone # _____



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of

Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an



COMMONWEALTH TERMS AND CONDITIONS

opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. **Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____ (signature)

Print Name: _____

Title: _____

Date: _____

(Check One): Organization Individual

Full Legal Organization or Individual Name: _____

Doing Business As: Name (If Different): _____

Tax Identification Number: _____

Address: _____

Telephone: _____ FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

OTHER REQUIRED TERMS FOR THIS CONTRACT:

In general, most of the required contractual stipulations are referenced in the *Standard Contract Form and Instructions* and the *Commonwealth Terms and Conditions* (either version). However, the following provisions also apply to this contract.

The terms of *801 CMR 21.00: Procurement of Commodities and Services* (and *808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services*, for purchased human and social services for clients, object codes MM3 and M03) are incorporated by reference into this contract. Words used in this contract shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable).

Americans with Disabilities Act (ADA) Contract Compliance

All MM3/M03 contractors must be in compliance with ADA requirements.

Alternatives

Contractors may propose alternatives for equivalent, better or more cost effective performance than specified under the original contract to enable the department to take advantage of enhanced technologies, commodities or services which become available during the term of the contract. The department will determine if a proposed alternative method of performance achieves substantially equivalent or better performance.

Best Value Negotiation

The Department and the contractor may negotiate a change in any element of contract performance or cost specified in the original contract which results in lower costs or a more cost effective or better value.

Brand Name or Equal

Unless otherwise specified in this contract, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this contract to any manufacturer or proprietor or to constitute an endorsement of any commodity or service, and the department may consider clearly identified offers of substantially equivalent commodities and services submitted in response to such reference.

Commonwealth Terms & Conditions

The contractor will be required to execute the applicable Commonwealth Terms and Conditions. Contractors providing MM3/M03 services are required to sign the Commonwealth Terms & Conditions for Human and Social Services. All other contractors must sign the Commonwealth Terms and Conditions. These documents are executed only once by a Contractor and apply to any and all contracts executed between the Contractor and Departments.

Contract Expansion

If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to this contract.

Cost Reimbursement Budget Adjustments

For contractors that are funded through a cost reimbursement budget: DPH will consider for approval line item change requests to cost reimbursement budgets when the DPH program manager is notified of the change in writing and where there is no change to the current year obligation, to the maximum obligation of the contract and the change does not materially impact the negotiated scope of services. If after review the DPH program manager approves the line item change, DPH will notify the contractor that the change has been approved and will forward a revised budget to the contractor reflecting the change. No formal amendment will be required.

CORI Checks

In order to ensure that employees or other persons regularly providing client or support services in any program or facility of the Department of Public Health or in vendor agency programs funded by DPH are appropriate for serving in their positions, a Criminal Offender Record Information (CORI) check shall be performed on candidates for positions in such programs or facilities, as provided in 105 CMR 950.00. It is the policy of EOHHS and the Department of Public Health that convictions of certain crimes pose an unacceptable risk to the vulnerable populations served by the Department of Public Health and its vendor agencies. These regulations set forth minimum standards. Stricter standards may be set by vendor agencies.

Debarment

The Contractor assures that the Contractor and any of its subcontractors are not currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F and G.L. c. 152, s. 25C; and agrees to notify the Department in the event that the Contractor or any of its subcontractors become debarred or suspended.

Sensitivity level - low

Electronic Funds Transfer (EFT)

The contractor must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application can be found on the [OSD Forms](#) page (www.mass.gov/osd). Additional information about EFT is available on the [VendorWeb](#) site (www.mass.gov/osc). Click on MASSfinance.

If the contractor is not currently enrolled in EFT, it will be required to enroll as a contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to this department for review, approval and forwarding to the DPH Accounting Office. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

Email Address Required for Contracts

Contracts cannot be processed without a vendor email address entered on the contract form. Organizations or individuals that prefer not to provide a personal email address may establish an email account using one of the many free email services available (such as msn.com or google.com). Contractors that do not have a computer or Internet access can use the free access provided at every public library in Massachusetts.

Emergency Standby Commodities and/or Services

Due to a declaration of a state of emergency where the safety and well-being of Commonwealth citizens are at risk, the Commonwealth of Massachusetts may request specific commodities and/or services from its contractors. Contractors may be called upon to supply and/or deliver to the Commonwealth on a priority basis such commodities and/or services currently under contract.

Such accommodations may be requested from a contractor during an actual emergency. To accommodate such requests, contractors may be requested and must make every effort to service these requests from regular sources of supply at the rates set forth in its contract.

Environmentally Preferable Products and Services

The Department and contractor(s) may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the Department's performance needs.

Funds Balance Forward Requirement

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from the prior fiscal year.

Pricing: Price Limitation

The contractor must agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the contractor must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the contract period in the absence of proprietary information being part of such contracts.

Prompt Payment Discounts (PPD)

With the exception of MM contractors that are providing client-related services, contractors are strongly encouraged to participate in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically can be tracked and verified through the Comptroller's VendorWeb system. The PPD form can be found on the OSD Forms page and in this solicitation under the Forms and Terms tab.

Provider Qualification:

Prior to entering into a contract with DPH a provider of purchased human and social services for clients (object codes MM3 and M03) must demonstrate that it meets minimum administrative and fiscal standards, established through the Executive Office of Health and Human Services (EOHHS) provider qualification policy. Provider qualification is the process the Commonwealth uses to be assured it has minimized possible risks to clients and families being served through purchased programs.

Sensitivity level - low

New providers of purchased human and social services for clients (object codes MM3 and M03) must complete the provider qualification application materials for new providers and submit the completed form to Bill.Stallworth@state.ma.us. The Application can be found at the EOHHS Internet site for Potential New Purchase of Service (POS) Providers

Providers that currently have MM3/M03 contracts must have filed their Uniform Financial Statements and Independent Auditor's Report (UFR) with the Operational Services Division via the Internet using the UFR eFiling application for the most recently completed fiscal year before a contract can be executed and services may begin. Other contractor qualification/risk management reporting requirements and non-filing consequences promulgated by secretariats or departments pursuant to 808 CMR 1.04(3) may also apply.

Public Records

Contracts are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26.

Required Procurement Language for Executive Order 515, *Establishing an Environmental Purchasing Policy*

"Products and services purchased by state agencies must be in compliance with Executive Order 515, issued October 27, 2009. Under this Executive Order, Executive Departments are required to reduce their impact on the environment and enhance public health by purchasing environmentally preferable products and services (EPPs) whenever such products and services perform to satisfactory standards and represent best value, consistent with 801 CMR 21.00. In line with this directive, all contracts, whether departmental or statewide, must comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are considered to be products and services that help to conserve natural resources, reduce waste, protect public health and the environment, and promote the use of clean technologies, recycled materials, and less toxic products."

Restriction on the Use of the Commonwealth Seal

Contractors are not allowed to display the Commonwealth of Massachusetts Seal in marketing materials because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

Subcontracting Policies

Prior approval of the Department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

Supplier Diversity Program (SDP) Plan

Massachusetts Executive Order 524 established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). All contractors are required to submit a completed Supplier Diversity Program (SDP) Plan as part of their contract package.

The Department **requires** vendors to make a significant commitment to partner with certified Minority- and Women-Owned Businesses in order to be awarded a contract. A Supplier Diversity Office (SDO)-certified vendor (formerly known as SOWMBA certified) may not list itself or an affiliate as being a Supplier Diversity Program Partner to its own company. All certified businesses that are included in the contractor's SDP plan are required to submit an up to date copy of their M/WBE certification letter. In addition, a narrative statement can be included to supplement the SDP Plan Form providing further details of the SDP commitments. The submission of this narrative statement does not replace the requirement of the SDP Plan Form. Vendors must submit one form for each M/WBE SDP Relationship. **Please note that no vendor will be awarded a contract unless and until they agree to commit to at least one (1) of following three (3) SDP Components selected by the PMT:**

- 1. Subcontracting:** If a vendor commits to Subcontracting in their SDP plan, then they must commit to subcontract a specific dollar amount, or a minimum percentage of dollars earned through an awarded contract, with a SDO-certified company or a company that has applied for certification. The Department may set timelines for progress reviews (either quarterly or semi-annually) for the purpose of compliance and tracking of submitted commitments. Proposals for subcontracting, where allowed, must include documentation of the vendor's intent to subcontract. All subcontracts require DPH program approval in writing prior to the execution of the subcontract. All subcontracts must be available for review by authorized agents of the Commonwealth.
- 2. Ancillary Uses of Certified M/WBE Firm(s):** If a vendor commits to Ancillary Uses of certified M/WBE Firm(s) (or companies that have applied for certification) in their SDP plan, then they must include dollar or percentage expenditure commitments for use of these firm(s) with or without the use of written commitments between the vendor and the M/WBE Firm(s). A description of the ancillary uses of certified M/WBEs, if any, **must** be included on the SDP Plan Form.
- 3. Growth & Development:** If a vendor commits to Growth and Development in their SDP plan, then they must submit a plan with expenditure commitments for education, training, mentoring, resource sharing, joint activities, and assistance that would increase industry capacity and the pool of qualified SDO certified companies.

Once an SDP Plan is submitted, negotiated and approved, the Department will then monitor the contractor's performance.

Sensitivity level - low

Resources available to assist contractors in finding potential M/WBE partners can be found at:
<http://www.mass.gov/Eoaf/docs/osd/sdo/sdp/20guidance.doc>

Supplier Diversity Program Subcontracting Policies

Prior approval of the agency is required for any subcontracted services. The Department may define required deliverables including, but not limited to, documentation necessary to verify subcontractor commitments and expenditures with Minority- or Women-Owned Business Enterprises (M/WBEs) for the purpose of monitoring and enforcing compliance of subcontracting commitments made in a contractor's Supplier Diversity Plan. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

Virtual Gateway Business Services

During the term of this contract, EOHHS will implement and enhance a number of business services through the Virtual Gateway in addition to existing services including, but not limited to, Provider Data Management (PDM), Common Intake (also known as Intake, Eligibility and Referral- IE&R), Enterprise Invoice Management (EIM) and Enterprise Service Management (ESM). EOHHS operates the Virtual Gateway business services, which permit users to access a variety of EOHHS programs and services (including DPH programs and services). Virtual Gateway business services are accessible by end users with web browsers such as Internet Explorer (6.0 or above), and a broadband Internet connection that is capable of high-speed data transmission, such as a Local Area Network (LAN), a cable modem, or DSL. Upon execution of the contract, vendors may be required to access certain services through the Virtual Gateway, at DPH's direction, and may be required to submit invoices, contract and/or other information to DPH through these web-based applications, and shall comply with all applicable DPH and EOHHS policies and procedures related to such services. Vendors agree to use all business services through the Virtual Gateway required by DPH and to take all necessary steps to insure that they, their subcontractors or affiliates have access to and utilize these web-based services. Vendors further agree to execute and submit any and all required agreements, including subcontracts, MOAs, confidentiality and/or end user agreements in connection with obtaining necessary end user accounts for any Virtual Gateway business service.

MASS DECONTAMINATION UNIT SCOPE OF SERVICES

Section 1: Mass Decontamination Unit (MDU) Deployment Support

This agreement is made by and between the Commonwealth of Massachusetts Department of Public Health (MDPH) and the participating Fire Department to facilitate the deployment, training and operational readiness of Mass Decontamination Units. This agreement will address certain requirements of the Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program Cooperative Agreement as awarded to MDPH.

Funding under this agreement is subject to appropriation by U.S. Health and Human Services, Office of the Assistant Secretary for Preparedness and Response (ASPR), Hospital Preparedness Program Cooperative Agreement. These funds are granted to the MDPH under CFDA: 93.889 and grant number: 5 U3REPO90238-03-00. The terms and conditions for this funding award to MDPH apply to the participating Fire Department, as a contracted party to MDPH, and pursuant to the ASPR grant.

Mass Decontamination Units assigned to acute care hospitals, terms and tasks required to be completed by the fire department will be carried out in conjunction with the assigned partnering hospital. For Fire Department-District MDU assignments, terms and tasks required to be completed by the fire department will be carried out in conjunction with the acute care hospital or healthcare partners within their response jurisdiction..

Section 2: Scope of Work

In response to the need for mass decontamination capability (in the event patients would present to emergency departments of acute care hospitals in the Commonwealth), the Department of Public Health is making available for the ninth year, funding to support effective field deployment of the MDUs. This funding provides resources to each Fire Department which has been assigned an MDU(s) to enhance protection of hospitals in the event of an emergent situation. Each party (fire department and hospital, engaged under separate agreement) will be required to achieve specific tasks in order to qualify for receipt of the funds. Hospitals have also been provided financing and directed to participate in this initiative. For the ninth year, five (5) specific tasks have been identified and are required to be completed.

The period of performance for the scope of work outlined in the provisions of this Agreement shall become effective upon a fully executed contract agreement, planned to become effectuated February 23, 2012, and will remain in effect through to June 30, 2016, however these rate agreement funds for year one must be liquidated by June 30, 2012.

The total amount eligible per this initial agreement is \$2,000 for each MDU assigned to the participating fire department, for completion of the necessary tasks to facilitate the deployment and operational readiness of the MDU.

Funding allocations provided per this agreement require collaboration between fire departments and hospitals. Tasks include development of written agreements relative to MDU deployment, MDU storage location, method of deployment, restocking and plans for use; and will require collaboration

between hospital and fire to develop and sign a written agreement to perform at-hospital decontamination. The Department expects that fire departments will retain and maintain the required written agreements between the hospital and the fire department, and will review them annually with their respective hospital partners.

This year's MOA will require continuation of five activities.

- Review and maintain a signed written MDU deployment and training agreement between healthcare partners and Fire Department;
- Participate in collaborative training hospital or other healthcare partners and fire service personnel in the plan for MDU use;
- Ensure sufficient hospital and fire staff are trained to set-up and use the MDU;
- Conduct at least one MDU operational exercise with the hospital and fire department and participate in the periodic the Statewide Mass Decontamination Response System plan communication drills;
- Maintain and re-supply the MDU in accordance with the written MDU agreement.

Section 4: Disbursement of Funds

Application for Funds: The following information, with the exception of item numbered 5 below, must be submitted to MDPH by **February 3, 2012**:

1. The enclosed contractual agreement documents, signed by the authorized signatory, indicating commitment to actively participate in the completion of tasks;
2. Contractual agreement signature indicates acceptance of terms, including those stated within this Scope of Work. The Fire Department will provide MDPH with periodic reports regarding frequency and types of MDU use; and will provide a final report on expenditures made with funding received under this contract;
3. Funds will be allocated in accordance with the ASPR grant guidance and will be governed under the Commonwealth's Terms and Conditions for contractual agreements;
4. Municipal Fire Departments will maintain complete and accurate business records relevant to the activities financed; and shall allow MDPH to review with reasonable advance notice all relevant records necessary to verify and document planned and actual expenditures and activities related to this agreement. Accurate segregated records of expenditures and activities should be maintained;
5. Fire Departments will expend the grant funding within the duration of the contractual agreement and submit a report of actual expenditures relative to this agreement not later than September 30, 2012; and
6. Substantial noncompliance with the terms of this agreement as determined by MDPH may necessitate repayment of funds received and/or ineligibility for future funds, provided that MDPH shall provide 30 days advance written notice of non-compliance and reasonable time for the Fire Department to become compliant.

The Department of Public Health/ASPR Hospital Preparedness Program appreciates the participation of municipal fire services in achievement of the goal of MDU deployment and training.

Scope of Services

This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: INTF6207P01W21916393

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year.

New Contract

Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable).

Contract Amendment

If choosing amendment you must check off one of the three types below and provide explanation

Increase

Include a clear explanation of what the funding change will support in terms of additional services.

Decrease

Include a clear explanation of what services are being reduced as a result of the funding decrease.

Other

Identify the changes to the scope of services supported by the amendment (No change in Max Obligation)

FISCAL CONDITIONS/BUDGET

PLEASE BE ADVISED THAT SPENDING UNDER THIS CONTRACTUAL AGREEMENT IS SUBJECT TO FEDERAL AUDIT STANDARDS – OMB CIRCULAR No. A-133, AND IS GOVERNED BY COMMONWEALTH OF MASSACHUSETTS REGULATION 815 CMR 2.00.

BUDGET

For this initial allocation under this long term agreement, your fire department will receive \$2,000 for each Mass Decontamination Unit (MDU) assigned to you, by committing to the completion of five tasks by June 30, 2012.

Future allocation of funding and the rate that will be paid will be subject to award/appropriation of funding from ASPR to MDPH for this same purpose.

The total amount granted under this agreement is for the purpose of completion of the necessary tasks to complete ASPR deliverables as outlined in the scope of services. This grant funding will support the following allowable and proposed expenditures. These funds must be expended during the period of performance 2/23/12-6/30/12 as follows: For the tasking listed below the fire department may expend a total of \$2,000.00 per each Mass Decontamination Unit assigned to a fire department.

- A. The MDPH expects that fire departments will retain and maintain current, the written partnership agreements between the hospital and the fire department and will review them annually with their respective hospital partners.

The scope of services will require continuation of five activities:

1. Collaborate with partner hospitals or other healthcare facilities in training of Fire Department personnel in the plan for MDU use; and
2. Train hospital staff and/or mutual aid response partners in the set-up and use of the MDU; and include in-hospital training of Fire Department personnel, to familiarize them with the hospital's equipment and procedures; and
3. Conduct an annual MDU exercise with full involvement of the partnering hospital in those exercises; and
4. Conduct maintenance and re-supply of the MDU (as per the written agreement with the appropriate hospital(s));
5. During this agreement period, provide reporting of activities involving the training and/or deployment of the MDU and provide after action reports of full field MDU exercises. These reports should be sent to the attention of Mr. Thomas O'Connell, Hazardous Materials Response Division, Massachusetts Department of Fire Services, P.O. Box 1025, Stow, MA 01175. Telephone: (978) 567-3158; Fax (978) 567-3155

FIRE DEPARTMENT
Reporting Requirements - Scope of Service Specific Conditions
Round 9
2/23/12-6/30/12

Reporting by the Fire Department of the expenditure of these funds will provide documentation to meet requirements of the federal awarding authority; the Assistant Secretary for Preparedness and Response (ASPR), through award of funding to MDPH under grant Number 5 U3REPO90238-03-00, CFDA 93.889.

Participation in receipt of these ASPR awarded funds requires compliance with generally accepted accounting principles and federal audit standards, and compliance with 815 CMR 2.00.

The fire department shall submit, not later September 30, 2012 a detailed report of expenditures made with funding derived from this contractual agreement, and corresponding to the effective dates of this contractual agreement.

Reporting to the Hazardous Materials Response Division is requested on all aspects of the 5 deliverables as they occur and should be submitted in conjunction with the September 30, 2012 report.

Reports shall be submitted to:

Mr. Thomas O'Connell, Hazardous Materials Response Division
Massachusetts Department of Fire Services

P.O. Box 1025, Stow, MA 01175.

Telephone: (978) 567-3158.

Email: Thomas.OConnell@state.ma.us



W 21916 P01

The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

JUDYANN BIGBY, MD
SECRETARY

JOHN AUERBACH
COMMISSIONER

TO: Carol Foltz, Chief Financial Officer

FROM: Mary E. Clark, Director, Emergency Preparedness Bureau

DATE: January 3, 2012

RE: Non Competitively Bid Grant Awards
Grant Funds to Fire Departments possessing Mass Decontamination Units
Request for Continuation of Waiver of Competitive Procurement

The Massachusetts Department of Public Health (MDPH) has been awarded cooperative agreement funding by the US Department of Health and Human Services, Assistant Secretary for Preparedness and Response (ASPR), for a program of Hospital Preparedness.

The purpose of the overall awarded funding is to ensure that Massachusetts is prepared in the event of public health emergency. The Hospital Preparedness Program requests approval to enter into grants under 815 CMR 2.00 with 72 fire departments, to train, stock, and deploy Mass Decontamination Units. Fire Services will collaborate within a regionally-based hospital model to train fire department staff and to collaborate in hospital staff training, and stock the MDU device and maintain the device for the successful deployment of Mass Decontamination Units.

The fire departments in possession of the units are the only eligible participants that could provide deployment of mass decontamination units (MDU). The fire departments were initially selected as awardees of mass decontamination units (MDU) through award by the Federal Department of Justice. This will be the 9th allocation of funding to fire services possessing these units. To allow for successful deployment of these devices, MDPH proposes to allocate ASPR HPP funding to 72 community fire services, possessing 91 MDU, who will then train staff, stock the device and maintain the device for the successful deployment of the MDU. No other fire department could be awarded these funds as they would not possess a mass decontamination unit to be deployed. Thus, no other potential bidders could exist.

The procurement history of this initiative is as follows: Under the initial waiver, #4BF, which was initially requested and expired on November 30, 2005, the first allocation was

provided at \$3,500 per MDU and a second allocation was provided at \$2,500. A third allocation of \$3,500 per MDU was provided in spring of 2005 under waiver #W55707. Extension of waiver #W55707 was allowed for the fourth allocation provided in fall of 2006 and extended again for a fifth allocation of funding in fall of 2007 at \$3,500. A sixth allocation of \$3,000 per MDU was provided in February 2009 under Waiver #W97710. The seventh allocation was provided at \$2,000 per MDU under Waiver #W01510. The eighth allocation was provided at \$2,500 per MDU via waiver W11311.

This request will allow for this the ninth allocation of grant funding as budgeted within DPH/ASPR FFY2011 award, to MDU-possessing fire departments at a value of \$2,000 per MDU and via Notice of Intent #301316. The proposed contractual agreements, as rate agreements, will be established for the duration February 15, 2012 and continue through June 30, 2016, and future renewal of these rate agreement contracts beyond the current grant award year in effect through June 30, 2012, will occur only subject to appropriation of future funding for this purpose.

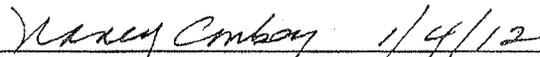
This waiver request is consistent with the notice of intent posted to Comm-PASS to award grant funds to these entities. No comments were received in response to this Comm-PASS posting. Posting of the Notice of Intent was prepared to maintain compliance with directives presented in Comptroller's Office policies and procedures for granting funds. Attached are "Other Required Terms for this Contract" which will also apply to these agreements.

Your approval of this request is appreciated.

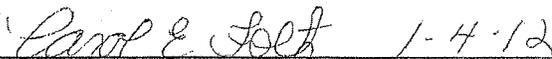


Mary Clark, Bureau Director, Emergency Preparedness
DPH/ASPR Hospital Preparedness Program
Massachusetts Department of Public Health

I have reviewed this request and agree with its necessity.



Nancy Conboy, Assistant Director
Purchase of Service Office
Massachusetts Department of Public Health



Carol Foltz, Chief Financial Officer
Department of Public Health



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Help



Mass.gov

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BUSINESS DIRECTORY FED STIMULUS RESOURCE CENTER
Home > Solicitations > Solicitation Search > Search Result >

Currently Administering Department of Public Health

Summary

> Perform Actions on This Solicitation > Track Solicitation on My Desktop

Document Number: W21916 Issued By: Department of Public Health / Department of Public Health

Quick Tips... For Buyers ONLY:

Summary Rules Issuer(s) Intent Updates Other Information

Perform Actions link offer access to record management options like Copy, Amend, Cancel, or Add Update depending on user roles, record owners and document status.

Document Title: NOI: Notice of targeted financial support to fire departments Assigned Mass Decontamination Units (MDU)
Document Status: CLOSED Version: 00001
Amendment Reason: Add NOI to title, see Summary page.

For record owner's ONLY

Estimated Value (US\$): Not Available Small Procurement - Estimated Value \$5,000 to \$150,000: No
Estimated Units: Not Available Large Procurement - Estimated Value greater than \$150,000 : Yes

Evaluate Solicitation link should only be selected to manage the electronic bid process bid process for records which allow Online Response, as specified on the record's Rules tab.

Open Date: 01/04/2012 09:39AM Close Date: 01/04/2012 10:00AM

Amendment Deadline: Last Changed 01/04/2012 10:00AM Date:

Comm-PASS Healthcare - Related Equipment, Personnel, Services & Category: Supplies / OTHER-All Others Not Shown or Combinations

Issuing Department of Public Health / Department of Public Health Organization:

Procurement Type: Restricted To Use By Issuing Entity Only
Applicable MGL c. 7A, § 7; St. 1986 c. 206, § 17; 815 CMR 2.00
Procurement Law:

For Statewide Contract: No Contains Federal Stimulus: No Contains EPP: No
Contains SDP: No Contains Prompt Pay: No Contains MBE/WBE/DBE Goal: No

Search Key Words: Timothy M. McDonald

Description: Reposted under alternate numbering convention - see 301216. The Massachusetts Department of Public Health (MDPH) has been awarded cooperative agreement funding by the US Department of Health and Human Services, Office of the Assistant Secretary of Preparedness and Response (ASPR) for a program of Hospital Preparedness. The purpose of this funding is to ensure that Massachusetts is prepared in the event of public health emergency. The Hospital Preparedness Program is providing notice of its intent

to enter into grants under 815 CMR 2.00 with 72 of the Commonwealth's fire departments to work with pre-assigned acute care hospitals within a regionally-based model, to train staff, stock the Mass Decontamination Unit (MDU) device and maintain the device for the successful deployment of the unit. There are 91 mass decontamination units assigned to 72 fire departments statewide. This Notice serves to publicize the intent of DPH to engage under contract, the 72 fire departments possessing the MDU, to allow achievement of the ASPR grant requirements, meeting the level two capability entitled "patient decontamination capability".

Related Solicitation Not Available
Number:

NOTICE OF INTENT W21916

Notice of targeted financial support to fire departments Assigned Mass Decontamination Units (MDU)

The Massachusetts Department of Public Health (MDPH) has been awarded cooperative agreement funding by the US Department of Health and Human Services, Office of the Assistant Secretary of Preparedness and Response (ASPR) for a program of Hospital Preparedness. The purpose of this funding is to ensure that Massachusetts is prepared in the event of public health emergency. The Hospital Preparedness Program is providing notice of its intent to enter into grants under 815 CMR 2.00 with 72 of the Commonwealth's fire departments to work with pre-assigned acute care hospitals within a regionally-based model, to train staff, stock the Mass Decontamination Unit (MDU) device and maintain the device for the successful deployment of the unit. There are 91 mass decontamination units assigned to 72 fire departments statewide.

This Notice serves to publicize the intent of DPH to engage under contract, the 72 fire departments possessing the MDU, to allow achievement of the ASPR grant requirements, meeting the level two capability entitled "patient decontamination capability". Your question, comment or challenge related to this Notice of Intent must be made in writing by January 3, 2012 and can be directed to:

Timothy M. McDonald
DPH/ASPR Hospital Preparedness Program
Massachusetts Department of Public Health
250 Washington Street, 1st floor,
Boston, MA 02108
(617) 624-5289
Email: DPH.EmergencyPreparedness@state.ma.us

DPH will provide this ninth allocation of ASPR Hospital Preparedness funds to 72 of the Commonwealth's fire departments in specific cities and towns that have been assigned the 91 mass decontamination units (MDU). These fire departments are the only eligible participants that could provide deployment of mass decontamination units, as these are the only entities that possess these units. The fire departments were selected as awardees of mass decontamination units (MDU) through an award by the Federal Department of Justice. To allow for successful deployment of these devices, MDPH proposes to utilize ASPR funds to train staff, stock the device and maintain the device for the successful deployment of the MDU. No other fire department could be awarded these funds as they would not possess a mass decontamination unit to be deployed. Thus, no other potential bidders exist.

This notice will inform interested parties of this eighth contractual agreement, and this allocation will provide a grant of \$2,000 per MDU assigned. These agreements are proposed to become effective on or about February 15, 2012. The expiration date of these agreements will be June 30, 2016. In 2005, the initial allocation provided \$3,500, the second allocation provided \$2,500 per MDU, the third, fourth and fifth allocations provided \$3,500 per MDU assigned. The sixth allocation provided \$3,000 per MDU assigned, the seventh allocation provided \$2,000 per MDU assigned, the eighth allocation provided \$2,500 per MDU assigned and this, the ninth allocation will provide \$2,000 per MDU assigned.

The requirements for this posting are as excerpted from Comptroller's Office policies and procedures for granting funds are repeated below with the required information.

Selected Providers: Funding will be provided to 72 of the Commonwealth's fire departments in specific cities and towns to train and exercise on the appropriate use of the units in collaboration with acute care hospital personnel; maintain and restock the unit. The fire departments selected to receive grant funds are the entities that possess these units, thus no other eligible participants exist.

Grant Amount: \$2,000 per MDU will be provided to support 91 MDU assigned to 72 Fire Departments in the Commonwealth. The source of this support is FFY2011 Cooperative Agreement Funding, as awarded to MDPH from the US Department of Health and Human Services/ASPR Hospital Preparedness Program.

Scope of grant performance to be achieved or funded under the grant: The ASPR grant awarded from FFY11 directs that Massachusetts will meet minimum capabilities in emergency preparedness, one of which is patient decontamination capability. Additional funding is based upon future awards of these federal funds to MDPH.

Duration of the grant: The initial award to MDPH for this purpose occurred in April, 2002. The initial duration of the contract will become effective on or about February 15, 2012. The expiration of these agreements will be June 30, 2016.

Selection criteria: The Hospital Preparedness Program intends to contract with 72 of the Commonwealth's fire departments in specific cities and towns that have been assigned a mass decontamination unit. These fire departments are eligible and are selected to receive funding as they are the only entities that possess these units.

HPP Region	#MDU	TOTAL AMT	Department	Mail City	Mail State
1		2,000	Amherst Fire Department	Amherst	MA
2		2,000	Athol Fire Department	Athol	MA
5		2,000	Attleboro Fire Department	Attleboro	MA
2		2,000	Ayer Fire Department	Ayer	MA
5		2,000	Barnstable County Commission	Barnstable	MA
3		2,000	Beverly Fire Department	Beverly	MA
4c	10	20,000	Boston Fire Department	Boston	MA
4ab		2,000	Boxborough Fire Department	Boxborough	MA
5		2,000	Bridgewater Fire Department	Bridgewater	MA
5	2	4,000	Brockton Fire Department	Brockton	MA
4ab		2,000	Brookline Fire Department	Brookline	MA
4ab	2	2,000	Burlington Fire Department	Burlington	MA
4ab	2	4,000	Cambridge Fire Department	Cambridge	MA
2		2,000	Clinton Fire Department	Clinton	MA
4ab		2,000	Concord Fire Department	Concord	MA
3		2,000	Danvers Fire Department	Danvers	MA
2		2,000	Devens Fire Department	Devens	MA
4ab		2,000	Everett Fire Department	Everett	MA
5	2	4,000	Fall River Fire Department	Fall River	MA
5		2,000	Falmouth Fire Rescue	Falmouth	MA
4ab		2,000	Framingham Fire Dept	Framingham	MA
2		2,000	Gardner Fire Department	Gardner	MA
3		2,000	Gloucester Fire Department	Gloucester	MA
1		2,000	Great Barrington Fire Department	Great Barrington	MA
1		2,000	Greenfield Fire Department	Greenfield	MA
3	2	4,000	Haverhill Fire Department	Haverhill	MA
1		2,000	Holyoke Fire Department	Holyoke	MA
5		2,000	Hyannis Fire Department	Hyannis	MA
3		2,000	Ipswich Fire Department	Ipswich	MA
3		2,000	Lawrence Fire Department	Lawrence	MA
2		2,000	Leominster Fire Department	Leominster	MA
3	2	4,000	Lowell Fire Department	Lowell	MA
3		2,000	Lynn Fire Department	Lynn	MA
4ab		2,000	Marlborough Fire Department	Marlborough	MA
3		2,000	Medford Fire Department	Medford	MA
3		2,000	Melrose Fire Department	Melrose	MA
3		2,000	Methuen Fire Department	Methuen	MA
2		2,000	Milford Fire Department	Milford	MA
4ab		2,000	Milton Fire Department	Milton	MA
5		2,000	Nantucket Fire Department	Nantucket	MA
4ab		2,000	Natick Fire Department	Natick	MA
4ab		2,000	Needham Fire Department	Needham	MA
5		2,000	New Bedford Fire Department	New Bedford	MA
3		2,000	Newburyport Fire Department	Newburyport	MA
4ab		2,000	Newton Fire Department	Newton Centre	MA
1		2,000	North Adams Fire Department	North Adams	MA
1		2,000	Northampton Fire Department	Northampton	MA
1		2,000	Northbridge Fire Department	Whitinsville	MA
4ab		2,000	Norwood Fire Department	Norwood	MA
5		2,000	Oak Bluffs Fire Department	Oak Bluffs	MA
1		2,000	Orange Fire Department	Orange	MA
1		2,000	Palmer Fire Department	Palmer	MA
3		2,000	Peabody Fire Department	Peabody	MA
1	2	4,000	Pittsfield Fire Department	Pittsfield	MA
5		2,000	Plymouth Fire Department	Plymouth	MA
4ab		2,000	Quincy Fire Department	Quincy	MA
1		2,000	Rutland Fire Department	Rutland	MA
3		2,000	Salem Fire Department	Salem	MA
5		2,000	Seekonk Fire Department	Seekonk	MA
4ab		2,000	Somerville Fire Department	Somerville	MA
2		2,000	Southbridge Fire Department	Southbridge	MA
1	3	6,000	Springfield Fire Department	Springfield	MA
5		2,000	Taunton Fire Department	Taunton	MA
4ab		2,000	Waltham Fire Department	Waltham	MA
1		2,000	Ware Fire Department	Ware	MA
5		2,000	Wareham Fire Department	Wareham	MA
2		2,000	Webster Fire Department	Webster	MA
1		2,000	Westfield Fire Department	Westfield	MA
4ab		2,000	Weymouth Fire Department	Weymouth	MA
4ab		2,000	Winchester Fire Department	Winchester	MA
2	3	6,000	Worcester Fire Department	Worcester	MA
5		2,000	Wrentham Fire Department	Wrentham	MA
91		182,000			

For Round 9 to Support MDU Training and Deployment:
72 Fire Departments Possessing 91 MDU @ \$2,000 Per MDU



Office: 12 Emerson Avenue
Mail: City Hall, Nine Dale Avenue
Gloucester, MA 01930

City of Gloucester
Office of Veterans' Services

TEL 978-281-9740
FAX 978-282-3053
jwilliams@gloucester-ma.gov

MEMORANDUM

DATE: 23 January 2012
TO: Mayor Carolyn A. Kirk
FROM: Jeffrey M. Williams, Director of Veterans Services
SUBJECT: Request for Revolving Account

I am writing to request that the establishment of a revolving fund for donations to the Office of Veterans' Services be included in the next Mayor's report to Council. I am making this request in accordance with Massachusetts General Law Chapter 44, Section 53E1/2. Please refer this matter to the Budget and Finance Committee.

This account will allow the Office of Veterans' Services to receive donations. The purpose of this account is to assist veterans. I request that a spending limit of \$5000 be established and that I, Jeffrey M. Williams, be named the authorized officer of the fund.

Please let me know if I can provide any additional information regarding this request.

*OK CME
2/7/12*

City Hall
Nine Dale Avenue
Gloucester, MA 01930



TEL 978-281-9707
FAX 978-281-8472
jtowne@gloucester-ma.gov

CITY OF GLOUCESTER
OFFICE OF THE CHIEF FINANCE OFFICER

MEMORANDUM

To: Mayor Kirk
From: Jeffrey C. Towne, CFO *JCT*
Date: February 4, 2012
Re: Reimbursement for portable heaters purchased

I have been instructed by Kenny Costa, City Auditor that I have to present this reimbursement request to the City Council for approval of the payment because there was no purchase order prior to me purchasing the portable heaters on the second day of having no heat in City Hall in October 2011.

I explained to the City Auditor that there was an open purchase order at the Building Center and that I tried to charge the heaters to the City but I wasn't on the list of authorized purchasers at the Building Center. The DPW was not available in the morning to pick them up so I offered to go down and get them because it was exceptionally cold in City Hall that morning. I also explained to the City Auditor that it was a safety concern due to the poor work conditions due to the coldness of the office. I further explained to the City Auditor that the Purchasing Agent stated that I didn't need a purchase order for this purchase because it should be regarded as a reimbursement. All to no avail!

I am requesting reimbursement of \$105.16 for the small portable heaters that were purchased on October 26, 2011.

JCT
2/7/12

Selection Criteria

Group ID: [] Vendor Name: []

Fiscal Year: [Current] User ID: []

Invoice: [] As Of Due Date: []

Show Account Detail

Show Check Payee

Show Check Payee

Show Related

Apply Selection

Clear Selection

Invoice	Inv. Date	PO No.	Voucher	Vendor	Total	Status	User	Group	Inv. Due Date	Cher
1110-235348	02/02/2012			Towne, Jeffrey C.	\$105.16	Ready to Pay	towne	C	03/09/2012	

Oke to pay RECD
 AUDITOR'S OFFICE
 101000, 10.145, 12 FEB 12 PM 6:28, 200.000.00.

Building Center of Gloucester
 1 Harbor Loop
 Gloucester MA 01930
 978-283-3060
 10/26/2011 9:02:42 AM 1110-235346
 *** INVOICE ***
 BRCH:1000 SLSP:
 CASHIER: DMP

ACCT # : CASH
 JOB # : 0
 NAME : CASH SALES

EM1336398 PELONIS NTK15A CER HEATE
 R
 3 EACH @ 32.99EACH 98.97

SUBTOTAL 98.97
 SALES TAX MA 6.25% 6.19
 TOTAL 105.16

AMT PAID 105.16
 CHANGE DUE 105.16
 0.00

PAYMENT METHOD[S]:
 Visa 105.16
 ACCT: ###9487 AP:00803D

GLOUCESTER CONTRIBUTORY RETIREMENT SYSTEM BOARD

P. O. Box 114
GLOUCESTER, MA 01931-0114

Patricia Ivas, Administrator
E-Mail: pivas@gcrsys.com

Tel: (978) 281-9744 Fax: (978) 281-9817

Chairman Douglas A. MacArthur
Board Members: *David Bain*
Edward Hardy
Kenny Costa
Melissa Hobbs

Susan Walsh, Asst. Administrator
E-Mail: swalsh@gcrsys.com

January 25, 2012

Jackie Hardy
Council President
Gloucester City Council
9 Dale Avenue
Gloucester, MA 01930

Re: Local Option Increasing Board Member's Stipend

Dear Council President Jackie Hardy:

In accordance with *Chapter 176 of the Acts of 2011*, Section 34 created a new Local Option provision that replaces the current \$3,000 yearly stipend to be increased to not more than \$4,500.00 yearly to become effective on February 16, 2012 and can be adopted at any time after February 16, 2012.

Attached for your review is P.E.R.A.C Memorandum #2/2012 of January 5, 2012 as well as Section 34 of *Chapter 176 of the Acts of 2011* which will reinforce the content of this correspondence.

The Local Option will need to be accepted by a vote of the legislative body. The Retirement Board is not included in the acceptance process. However, the Retirement Office must notify the Commission of the local legislative body's acceptance and provide a certified copy of the vote, which I am requesting.

The annual stipend of \$3,000.00 for Board Members has not changed since it was first adopted by the City Council on October 30, 1995.

Please forward to my attention a copy of the City Council Agenda which will reflect the topic so that Chairman Douglas A. MacArthur maybe available for any questions that may arise.

Sincerely,



Patricia Ivas
Administrator

12 JAN 27 AM 8:08
CITY CLERK
GLOUCESTER, MA

PERAC

PERAC Memo # 2 / 2012

COMMONWEALTH OF MASSACHUSETTS | PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION COMMISSION

DOMENIC J. F. RUSSO, *Chairman*

JOSEPH E. CONNARTON, *Executive Director*

Auditor: SUZANNE M. BUMP | ALAN MACDONALD | JAMES M. MACHADO | DONALD R. MARQUIS | ROBERT B. MCCARTHY | GREGORY B. MENNIS

MEMORANDUM

TO: All Retirement Boards
FROM: *Joseph E. Connarton*
Joseph E. Connarton, Executive Director
RE: Local Option Increasing Board Members' Stipend
Section 34 of Chapter 176 of the Acts of 2011
DATE: January 5, 2012

As you know, Section 34 of Chapter 176 of the Acts of 2011 re-wrote G.L. c. 32, § 20(6) creating a new local option provision that replaces the current \$3,000 local option and allows for an increase in the stipend paid to members of Retirement Boards. The language of this section that becomes effective on February 16, 2012 is set forth below. It can be adopted at any time after February 16, 2012.

The local option allows the Board Member stipend to be increased to an amount not less than \$3,000 and not more than \$4,500. If the local option is accepted, the *ex officio* Board Member shall receive an annual stipend of not more than \$4,500 in the aggregate for services rendered in the active administration of the Retirement System. It should be noted that the *ex officio* Board member cannot receive more than the amount accepted by the local option. For example, if he or she is receiving \$1,500 for services rendered in the active administration the system pursuant to G.L. c. 32 § 20, he or she may receive the stipend in an amount so that the aggregate of the payments for services and the stipend equals the total amount of the Board Member Compensation.

This local option is accepted by a vote of the legislative body. The legislative body in a city is the city council subject to its charter; in a town, the town meeting; in a county, the county retirement board advisory council; in a region, by a vote of the regional retirement board advisory council; in a district, the district members; and for an authority, its governing body. The Retirement Board is not included in the acceptance process, but may wish to bring the availability to the attention of the legislative body. The Retirement Board must notify the Commission of the local legislative body's acceptance and provide certified copies of the votes.



MEMORANDUM - Page Two

TO: All Retirement Boards
FROM: Joseph E. Connarton, Executive Director
RE: Local Option Increasing Board Members' Stipend
DATE: January 5, 2012

If the Board has adopted the local option that is contained in G.L. c. 32, § 20(6) prior to the amendment, that acceptance remains in effect. In order to increase the stipend to an amount up to \$4,500, the new local option must be accepted. If the Board has not accepted the \$3,000 local option, the new option can be accepted as outlined in the statute. In either case, the amount of the stipend (from \$3,000 to \$4,500) must be included in the acceptance vote.

Section 34 of Chapter 176 of the Acts of 2011

SECTION 34 Said section 20 of said chapter 32, as so appearing, is hereby further amended by striking out subdivision (6) and inserting in place thereof the following subdivision:-

(6) *Retirement Board Members Compensation.*-The elected and appointed members of a city, town, county, regional, district or authority retirement board upon the acceptance of the appropriate legislative body shall receive a stipend; provided, however, that the stipend shall not be less than \$3,000 per year and not more than \$4,500 per year; provided, further, that the stipend shall be paid from funds under the control of the board as shall be determined by the commission; and provided, further, that an ex-officio member of a city, town, county, district or authority retirement board upon the acceptance of the appropriate legislative body shall receive a stipend of not more than \$4,500 per year in the aggregate for services rendered in the active administration of the retirement system.

If you have questions or need assistance, please contact this office.

retirement board shall be eligible to serve on a retirement board; provided, however, that an employee of a retirement board may serve on a retirement board other than the retirement board by which the person is employed; and provided further, this subdivision shall apply only to individuals who first become members of a retirement board on or after April 2, 2012.

SECTION 34. Said section 20 of said chapter 32, as so appearing, is hereby further amended by striking out subdivision (6) and inserting in place thereof the following subdivision:-

(6) *Retirement Board Members Compensation.*-The elected and appointed members of a city, town, county, regional, district or authority retirement board upon the acceptance of the appropriate legislative body shall receive a stipend; provided, however, that the stipend shall not be less than \$3,000 per year and not more than \$4,500 per year; provided, further, that the stipend shall be paid from funds under the control of the board as shall be determined by the commission; and provided, further, that an ex-officio member of a city, town, county, district or authority retirement board upon the acceptance of the appropriate legislative body shall receive a stipend of not more than \$4,500 per year in the aggregate for services rendered in the active administration of the retirement system.

SECTION 35. Said section 20 of said chapter 32, as so appearing, is hereby further amended by adding the following subdivision:-

(7) *Retirement Board Member Training.*- During each full term of service retirement board members shall undertake 18 hours of training; provided, however, that not less than 3 hours of such training shall take place each year and not more than 9 hours may take place in any single year; provided, however, that nothing in this subdivision shall prohibit such retirement board members from undertaking more than 18 hours of training.