



GLOUCESTER CITY COUNCIL
Budget & Finance Committee

Thursday, December 5, 2013 – **4:00 p.m.**
1st Fl. Council Committee Room – City Hall

AGENDA

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

1. ***CC2013-052 (Whynott/Verga/Cox/Theken) Request the Administration to reduce FY14 Water and Sewer Rates (Cont'd from 11/21/13)***
2. ***Memo from Harbor Planning Director re: City Council acceptance of the remaining \$200,000 Seaport Advisory Council Floating Docks grant***
3. ***Memo from Police Chief re: City Council acceptance of a FY14 Bulletproof Vest Grant for \$9,298.22 from The U.S. Dept. of Justice and the Executive Office of Public Safety & Security of the State of Massachusetts***
4. ***Memo from Director of Finance & Operations for Gloucester Public Schools requesting permission to pay for Services/goods procured without a purchase order in place in the amounts of \$384, \$769 and \$1,846.70***
5. ***CC2013-057 (Cox) Request City Council with Mayor's approval to adopt MGL c. 60A, §1 re: exemption of motor vehicle tax for prisoners of war or the surviving spouses of former prisoners of war***
6. ***Memorandum from City Auditor regarding accounts having expenditures that exceed their authorization And Auditor's Report***

COMMITTEE

Councilor Paul McGeary, Chair

Councilor Joseph Ciolino, Vice chair

Councilor Melissa Cox

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
Police Chief Leonard Campanello
Hans Baumhauer
Mike Hale

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 2013
CITY COUNCIL ORDER**

ORDER: CC#2013-052
COUNCILLORS: Bob Whynott, Greg Verga
Melissa Cox, Sefatia Romeo Theken

DATE RECEIVED BY COUNCIL: 11/12/13
REFERRED TO: Administration & B&F
FOR COUNCIL VOTE:

ORDERED that the City Council request the Mayor's Office to appropriate Water and Sewer "Retained Earnings" as of July 1, 2013, once certified and approved by the Department of Revenue this fall for the purpose of reducing the Fiscal Year 2014 Water Rate of \$9.17 and Sewer Rate of \$12.21 per thousand gallons.

Bob Whynott
Councillor At Large

Greg Verga
Ward 5 Councillor

Melissa Cox
Ward 2 Councillor

Sefatia Romeo Theken
Councillor At Large

City Hall
Three Pond Road
Gloucester, MA 01930



CITY OF GLOUCESTER
HARBOR PLANNING

TEL 978-282-8017
FAX 978-281-9779
sgarcia@gloucester-ma.gov

To: Mayor Carolyn Kirk,
Members of the City Council
for submission to 11/26/13 CC meeting via Mayor's Report
From: Sarah Garcia, Harbor Planning Director *SG*
Cc: Jim Caulkett, Tom Daniel, Ralph Pino, Tony Gross
Re: Seaport grant funding for temporary floats
Date: November 1, 2013

Dear Mayor, Councilors,

On April 1, 2008, the Seaport Advisory Council voted to award the city \$250,000 for floating, temporary dockage that could be easily moved about the harbor as needed to assist the Harbor master's Office and waterfront property owners with public access during port visits of vessels and different marine events throughout the season.

In FY13, the SAC made \$50,000 of the funding available, and the City Council voted to accept that funding for the replacement of the floats for the Gloucester High School and YMCA Community Sailing teams.

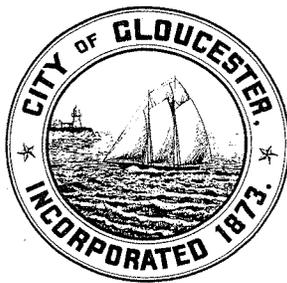
The Seaport Advisory Council now has available the remaining \$200,000 for the floating docks.

I write this letter to ask that the City Council vote to accept the remaining \$200,000 of the Seaport Advisory Council grant.

Both myself, and our Harbormaster Jim Caulkett are available to provide further information or to answer any questions you may have.

Best regards,

Sarah Garcia



City of Gloucester
Grant Application and Check List

Granting Authority: State X Federal _____ Other _____

Name of Grant: **SAC Floating Docks**

Department: **Community Development - Harbor**

Agency-Federal or State application is requested from: **Seaport Advisory Council**

Object of the application: Floating docks

Any match requirements: 20%

Mayor's approval to proceed: _____

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 n/a
2. Grant Award Letter/Standard Contract Approval Form attached
3. Council Order Approval
4. Original Grant Account Budget as approved by Grantor attached
5. Amended Grant Account Budget as approved by Grantor (if applicable) n/a
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.



October 29, 2013

Sarah Garcia, CD Director
City of Gloucester
3 Pond Road
Gloucester, MA 01930

RE: Project P14-2883-G03 (3942) Phase II Floating Docks Implementation for utilization in Gloucester Harbor.

Dear Ms. Garcia:

Enclosed please find the contract documents for the above referenced scope of work for the project. Please review this information carefully and closely and complete the shaded sections as well as filling out the Contractor Authorized Signature Listing form. Upon completion and affixing of the authorized signature, please resubmit these agreement documents with original signatures to this office. We will process the agreement and send you a copy of the fully executed agreement when finalized.

The total project cost is \$312,500 of which Seaport Council voted \$250,000 for Phase I and Phase II of the project and the City is responsible for \$62,500. The City of Gloucester received \$50,000.00 of the \$200,000.00 for Phase I of the project which is complete. The remaining \$200,000.00 for Phase II in FY 14. Please submit a budget page for Phase II of the project.

Once the agreement has been executed, the City of Gloucester may request the \$50,000.00 up front in FY14 and the remaining \$150,000.00 through reimbursement. The request must include a funding request form and necessary documentation.

Please be advised that the enclosed Quarterly Report Forms are to be completed and submitted within fifteen (15) days after the close of the quarter. The final report shall include a copy of the canceled checks used for payment throughout this project.

Attached you will find the Rivers and Harbors Program Requirements to be signed and returned to this office with the signed contract. This information was compiled to identify the minimum requirements for the compliance with the grant as established with the Office of the State Comptroller and DCR policies. **If these requirements are not complied with, the Grant Compliance Officer may not be allowed to issue future funds until compliance has been made.**

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation
30 Shipyard Drive, Suite 200
Hingham, MA 02043
781-740-1600 617-727-2950 Fax
www.mass.gov/dcr



Deval L. Patrick
Governor

Richard K. Sullivan, Jr., Secretary
Executive Office of Energy & Environmental Affairs

John P. Murray, Commissioner
Department of Conservation & Recreation

The Grant Compliance Officer for this project is Mr. Michael Driscoll. He can be reached for any questions or concerns at (781) 740-1600 x 107 or his cell phone at (617) 719-2199.

Sincerely,

Michael Driscoll
Grant Compliance Officer

Enclosures

CC: Louis Elisa, Seaport Council

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): Community Development Office		COMMONWEALTH DEPARTMENT NAME: DCR Division of Waterways MMARS Department Code:	
Legal Address: (W-9, W-4,T&C):3 Pond Road, Gloucester MA 01930		Business Mailing Address: 30 Shipyard Drive, Suite 200 Hingham MA 02043	
Contract Manager: Sarah Garcia AICP Director		Billing Address (if different):	
E-Mail Address: sgarcia@gloucester-ma.gov		Contract Manager: Michael Driscoll CE IV	
Phone: 978-281-9781	Fax: 978-281-9779	E-Mail Address: Michael.driscoll@state.ma.us	E-Mail Address 2:
Contractor Vendor Code:		Phone: 781-740-1600 x107	Fax: 617-727-2950
Payment Address Code: (e.g. "AD001") AD0 _____		MMARS Doc ID(s):	
Is this Payment Address Code set up for EFT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. (If "No" the Contractor must attach EFT paperwork)		RFR/Procurement or Other ID Number:	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
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 type="checkbox"/> Department Procurement (includes State or Federal grants <u>815 CMR 2.00</u>) (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 checked="" type="checkbox"/> Legislative/Legal Exemption or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: _____. 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 Exemption 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 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 checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new Total</i> if Contract is being amended). \$200,000.00 _____			
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 exemption: ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ federal grant/trust; ___ initial payment (subsequent payments must be scheduled to support payee cash flow needs and 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 and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.) Project P14-2883-G03 (3942) Phase II Floating Docks Implementation for utilization in Gloucester Harbor.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below subject to any required approvals) and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 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>June 30, 2014</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 " <u>Effective Date</u> " 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 SIGNATORY FOR THE CONTRACTOR:		AUTHORIZING SIGNATORY FOR THE COMMONWEALTH:	
X: <u>Carolyn A. Kirk</u> Date: <u>11/20/13</u> (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Carolyn A. Kirk</u>		Print Name: <u>John P. Murray</u>	
Print Title: <u>City of Gloucester</u>		Print Title: <u>Commissioner DCR</u>	



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 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Payment Remittance Address: Enter the address other than the Legal Address for payments which must match the remittance address on the W-9 submitted by the Contractor. All Contractor payments are made via EFT in accordance with the Bill Payment Policy.

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. Legal 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: 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 along with the Payment Remittance Address Code (e.g., "AD001") for this Contract. The Department is responsible for verifying with authorized signatories of the Contractor, as part of the procurement and contracting process, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the Vendor Code and that the payment address code is set up for EFT payments. **EFT is required for all payments absent exceptional circumstances.**

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 written notice under the Contract.

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. An alternate contact may also be entered under E-Mail Address 2 (optional). 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 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 Exemption. 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 Exemption. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Payment 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 payments 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 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 the exemption: (1) statutory/legal/Ready Payments (2) federal grant/trust or (3) initial state grant or entitlement payments for start up costs. 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 Payment 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, and determine if the appropriate expenditure code (as listed in the Expenditure Classification Handbook) has been selected. Enter "Multi-User Departmental procurement" 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. The Department may include any additional information in this section to identify unique or important information related to this Contract, program or the Contractor. If multi-Department user Contract, identify multi-Department use is allowable

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract or Contract Amendment may be incurred, either as of the Effective Date (latest signature date and of any required approvals) a LATER date, or if the performance has already been incurred PRIOR to the Effective Date by selecting the appropriate option. In the event obligations have been incurred by the Contractor prior to the Effective Date, the Contract must include detailed supporting documentation of performance made prior to the Effective date (including during a lapse between a Contract expiration and Contract Amendment) or the terms and process for eligible reimbursements after performance has been made by the Contractor (e.g., grant program). Proof of eligible reimbursement program must be attached. For Settlements, the parties agree to resolve payment for performance made outside the scope of the Contract (prior to Effective date or after termination date) which releases the Commonwealth from further obligations for the identified performance. This Amendment option is used in lieu of the Settlement and Release Form. Settlement payments are included under the same encumbrance and object codes as the Contract. Performance dates are subject to G.L. c.4, § 9.

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" which 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.

Contractor Code of Conduct and Business Ethics. 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. The Contractor certifies that a Code of Conduct and Business Ethics will be available for review upon request within 60 days of the Effective Date of this Contract which will be provided to all employees and subcontractors involved in contract performance.

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.

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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. 12,101, 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 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,

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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.



Rivers and Harbors Program Requirements

1. The Office of Waterways has developed *Guidelines for Consultants* (guidelines) that are required for all projects developed through the Rivers and Harbors program. A copy of the guidelines is available upon request to the Office of Waterways. These guidelines have been developed to ensure consistency in the development of waterways related work, including inspections, surveying, testing, report development, permitting and construction services.
2. The Office of Waterways has three (3) Master Agreements (MA) with approved consulting firms for Surveying Services, Design & Engineering Services and for (Dredge Material) Testing Services. All projects funded through the River and Harbors Program are required to use approved consultants from these lists. Projects being funded through other sources are not required to use the MA lists, but it is suggested that they be considered.

Municipalities may request to use a company not on the list to be approved for a project. The Guidelines and MA were setup so companies may apply to be added to lists for as long as the MA is in effect. The Office of Waterways will have to consider such requests prior to the commencement of any work for items within the financial assistance contract.

3. The following is an excerpt of one of the conditions in the Standard Terms and Conditions for the Commonwealth:

“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.”

The above in essence says that when a municipality hires any contractor or consultant to perform work within the approved scope of work on the funding assistance, that prior to entering into an agreement for any work, including changes, extra work orders, etc. a copy is to be submitted to the Office of Waterways for review and acceptance that the work and associated cost are covered under the existing agreement, or if modifications are needed. Please note that any work not accepted by the Office of Waterways shall not be funded and will be the municipality’s sole responsibility. The following is a list of documents that are required to be submitted for review prior to issuance by the municipality:

- **Design Request for Responses**

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS		
Department of Conservation and Recreation 349 Lincoln Street; Bldg #45 Hingham, MA 02043 617-740-1600 phone 617-727-2950 Fax www.mass.gov/dcr		Deval L. Patrick Ian A. Bowles, Secretary Governor Executive Office of Environmental Affairs Timothy P. Murray Priscilla E. Geigis, Acting Commissioner Lt. Governor Department of Conservation & Recreation

- Master Agreement Scope of Work/Cost Proposal Request
- Design Selection Criteria
- Written recommendation from the Municipality for selected consultant
- Copy of a Written Request for Ceiling Increases with the consultant (include Municipalities justification for the request for ceiling increase)
- Permits Applications
- Final Design Plans
- Bid Documents
- Canvass of Bids
- Construction Selection Criteria
- Written recommendation by the Municipality for the selected Contractor
- Copy of all extra work order request (with written justification for the request and calculations of the total cost of the request)

Documents that have to be submitted for compliance of this agreement are as follows:

- Written agreement with consultant
 - Written agreement with consultant for ceiling increases and time extensions
 - Test Studies/Reports
 - Surveys
 - Studies & Reports
 - Preliminary Designs
 - Copy of the signed contract between the Municipality and the Contractor
 - Written Agreement with Contractor for extra work orders and time extension
 - Copy of all invoices requested and approved for payment for work under the agreement
 - Copy of all checks paid for work under the agreement
4. The Office of the State Comptroller allows financial assistance to be disbursed either by lump sum, reimbursement or a combination of the both. If lump sum is to be used only funds that can be expended within 60 days of receipt can be issued. Copies of all expenditures are to be submitted with the Quarterly Report Form in order to be in compliance.

If reimbursement is used, the municipality may request reimbursement on monthly bases and must include a copy of all payments made for the period between the last request and the current request.

All request for reimbursements must complete of the Funding Request form and attach a copy of all bills and invoices paid in this request period.

Verification of expenditures is required for compliance before the project can be completed and closed out, documents required includes a copy of all invoices paid and a copy of all cancelled checks.

5. The Office of the State Comptroller requires all funds through financial assistance that is not reimbursable to be placed in a non-interest bearing account segregated from all other funds. The municipality must submit proof of this account to the Office of Waterways, when the account has been activated.

The Grantee certifies under the pains and penalties of perjury that it shall comply with the Rivers and Harbors Program Requirements for any applicable Contract executed with the Commonwealth Department of Conservation and Recreation as certified by their authorized signatory below:

GRANTEE 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: _____

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Community Development

ACCOUNT NAME: FY14 Floating Docks

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

CFDA # (Required for Federal Grants):

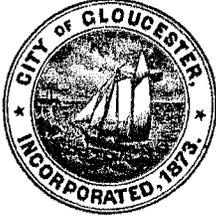
DATE PREPARED: 11/1/2013

APPROVED
AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (46800)				
46800				\$200,000.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$200,000.00
EXPENSE: \$200,000				
5200				\$0.00
5700				\$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	\$200,000.00

DEPARTMENT SIGNATURE _____

DATE ENTERED (AUDIT) _____ AUDITING DEPARTMENT INITIALS _____



GLOUCESTER POLICE DEPARTMENT
Office of the Chief of Police
197 Main Street
Gloucester, MA 01930

Chief Leonard Campanello
(978)281-9775

Memorandum

November 6, 2013

To: Mayor Kirk

From: Leonard Campanello, Chief of Police

RE: City Council Acceptance of FY14 Bulletproof Vest Grant

Mayor,

The attached grant, which is the same as in previous years, needs to be accepted by City Council so that we may provide ballistic vests to 14 of our officers. There is no cost to the City and there is no match.

Respectfully,


Leonard Campanello
Chief of Police



City of Gloucester
Grant Application and Check List

Granting Authority: State Federal Other _____

Name of Grant: FY14 Bulletproof Vest Program

Department Applying for Grant: Police

Agency-Federal or State application is requested from: USDOJ & EOPSS

Object of the application: Provide 14 Vests for Officers

Any match requirements: 0 \$4,649.11 State \$4,649.11 Federal > \$9,298.22 Total

Mayor's approval to proceed: *[Signature]* 11/20/13
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

FORM: AUDIT GRANT CHECKLIST - V.1



**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: Police

ACCOUNT NAME: FY14 Bulletproof Vest Program

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

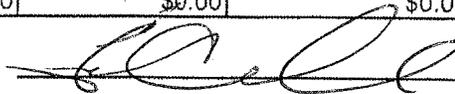
CFDA # (Required for Federal Grants): 16.607

DATE PREPARED: 11/5/2013

APPROVED
AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_____)				
	\$9,298.22			\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (5_____)				
				\$0.00
	\$9,298.22			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$9,298.22	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE



DATE ENTERED (AUDIT)

AUDITING DEPARTMENT INITIALS



Gloucester City Council
CERTIFICATE OF VOTE
Certificate Number: 2013-089

The Gloucester City Council, at a meeting held on **Tuesday, May 14, 2013**
at 7:00 p.m. in the Kyrouz Auditorium, City Hall, voted to approve the following:

IN CITY COUNCIL:

MOTION: On motion by Councilor McGeary, seconded by Councilor Ciolino, the City Council voted 8 in favor, 0 opposed, 1 absent, to permit the Police Department to apply for the FY13 Bulletproof Vest Program grant, a pass through grant from the United States Department of Justice to the Executive Office of Public Safety & Security of the State of Massachusetts for a total of \$12,530.00 for the purpose of procuring bulletproof vests for officers. The Federal portion of the grant is \$6,275 and the State portion is \$6,265 of this grant.

Linda T. Lowe, City Clerk

Date: **MAY 16 2013**

APPROVED BY THE MAYOR

Carolyn A. Kirk, Mayor

VETOED BY THE MAYOR

Carolyn A. Kirk, Mayor

SIGNED THIS 20 DAY OF May, 2013

All Ordinances shall become effective 31 days after passage except
Emergency Orders and Zoning Amendments shall become effective the next day.

A TRUE COPY ATTEST

CITY CLERK



1. Registration

1.1 [Agency Information](#)

1.2 [Agency Contacts](#)

2. Application

2.1 [Application Profile](#)

2.2 [Manage Application](#)

2.3 [Review Application](#)

2.4 [Submit Application](#)

3. Payment

3.1 [Bank Information](#)

3.2 [Print Bank Form](#)

3.3 [Manage Receipts](#)

3.4 [Payment Request](#)

3.5 [Payment History](#)

4. Status

4.1 [Current Status](#)

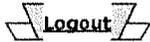
4.2 [LEA Status](#)

4.3 [Application History](#)

5. Personal Information

5.1 [User Profile](#)

5.2 [Change Password](#)



BVP HELP DESK

(Toll-Free 1-877-758-3787)

[/NIJ Standards](#) [/Glossary](#) [/BVP Manuals](#)

Application Profile

Participant	GLOUCESTER CITY
Fiscal Year	2013
Number of Agencies Applied	0
Total Number of Officers for Application	63
Number of Officers on Approved Sub-Applications	63
Unspent BVP Funds Remaining	\$0.00
Unspent BVP Funds Obligated for Vest Purchases	\$0.00

Sub-Application Profile

Fiscal Year	2013
Vest Replacement Cycle	5
Number of Officers	63
Emergency Replacement Needs	0
Zylon Replacement	0
Stolen or Damaged	0
Officer Turnover	0

Application Details

Date Submitted to BVP:	04/12/13
Application Status:	Approved by BVP

Application Summary for FY2013 Regular Fund

Applicant	Quantity	Total Cost	Date Submitted	Status
GLOUCESTER CITY	14	\$12,530.00	04/12/13	Approved by BVP View Details
Grand Totals:	14	\$12,530.00		

Award Summary for FY2013 Regular Fund

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$12,530.00	\$4,649.11	09/11/13	Approved by BVP
Grand Totals:	\$12,530.00	\$4,649.11		



The GLOUCESTER PUBLIC SCHOOLS

Our mission is for all students to be successful, engaged, lifelong learners.

Hans Baumhauer
Director of Finance and Operations
6 School House Road
Gloucester, MA 01930
Phone: 978-281-9802 / Fax 978-281-9899
jbaumhauer@gloucester.k12.ma.us

To: Gloucester Budget and Finance Committee
From: Hans Baumhauer
Date: 11/12/13
RE: City Council Matters

Requesting your permission to pay services / goods procured without a purchase order in place.

- 1) Town of Ipswich Police Department - \$384.00
- 2) Rockport Police Department - \$768.00

Mayor Kirk requested additional police presence at the grand opening of the new Newell Stadium on 9/6/13. Unfortunately I was never notified of this additional expense.

- 3) City of Beverly - \$1846.70

Gloucester and Beverly split the gate receipts for their playoff game played at Newell Stadium. City Auditor Ken Costa has requested this expense (and all future gate splits) be paid via Purchase Order.

Invoices for all of the above are attached.

Sincerely,

Hans Baumhauer
Director of Finance and Operations
Gloucester Public Schools

TOWN OF IPSWICH
 POLICE DEPARTMENT
 15 Elm Street
 IPSWICH, MA 01938
 978-356-4343

2892

GPD

Employer Groveseter H.S. Caller Groveseter PD
 Street ~~Centerville St~~ City/Town Groveseter
 Tel. # 4 School House Rd State 0193

Location Hsh School Date Detail 9/6/13
 Time 1600 Rate \$ 48.00

Add'l Comments _____

Off.	Int.	Hrs.	Amt.
1) Officer <u>Dignozio</u>	<u>AD</u>	<u>8</u>	<u>384.00</u>
Officer _____	_____	_____	_____
Officer _____	_____	_____	_____
Officer _____	_____	_____	_____

Sub Total \$ 384.00
 Admin. Fee 10% (MHL Ch.44 S.53C) \$ -
 Total Amount Due \$ 384.00

Prompt payment requested. Please make checks payable to the Town of Ipswich and mail to the Ipswich Police Dept. 15 Elm Street Ipswich, MA 01938

Rockport Police Department

168 Main Street

P.O. Box 156

Rockport, Ma 01966

Tel: 978-546-1212 Fax: 978-546-7355

Invoice

DATE	INVOICE NO.
9/6/2013	2975

BILL TO
Gloucester Police Department 197 Main Street Gloucester, Ma. 01930

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	SURCHARGE
	Due on receipt		9/6/2013		

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Ludovics A	Private Detail 09/06/13	8	48.00	384.00
Moginot P	Private Detail 09/06/13	8	48.00	384.00
GHS FOOTBALL			Total	\$768.00

[Handwritten Signature]

SAMPLE EXPENSE WORKSHEET - FOOTBALL NON-PLAYOFF GAMES AND SECTIONAL QUARTER/SEMI-FINALS

Round (Circle One): Non-Playoff Game Sectional Quarter-Final Sectional Semi-Final
 Contest Date: 11/1/13 Division: 3 Section: (N) S C W
 Opponents: Gloucester vs Beverly
 Site: Gloucester

REVENUE			
	Number Sold	Price	Total
Adult Tickets		@ \$ _____	
Student Tickets		@ \$ _____	
Gross Revenue			6064. ⁰⁰
EXPENSES (Possible Home Site Expenses)			
EMT/Ambulance/Trainer	\$ 100		
Police	\$ 1,194.60		
Custodial Services	\$ 144. ⁰⁰		
Ticket Sellers	\$ 210. ⁰⁰		
Ticket Takers	\$ 90. ⁰⁰		
Officials/Clock Operator	\$ 561. ⁰⁰		
Announcer	\$ 71. ⁰⁰		
Other:			
Other:			
Other:			
Total Expenses			2,370.60
REVENUE SHARING			
Net Revenue: (Gross Revenue – Total Expenses) =			3,693.40
Amount Due to Visiting School: (Net Revenue x 50%) =			1,846.70

Host Athletic Director's Signature:  Date: 11/6/13



**CITY OF GLOUCESTER 2013
CITY COUNCIL ORDER**

**ORDER: CC#2013-057
COUNCILLOR: Melissa Cox**

**DATE RECEIVED BY COUNCIL: 11/26/13
REFERRED TO: O&A & B&F
FOR COUNCIL VOTE:**

ORDERED that the City Council, with the approval of the Mayor, adopt Section 1 of Chapter 60A of the Massachusetts General Laws which provides for an exemption from the Motor Vehicle Excise Tax on a vehicle owned and registered by former prisoners of war or the surviving spouses of former prisoners of war; and further

ORDERED that to qualify as a former prisoner of war, a person must have been regularly appointed, enrolled, enlisted or inducted into the military forces of the United States and been captured, separated and incarcerated by an enemy of the United States during an armed conflict; and further

ORDERED that at the time of the initial filing of an application for this exemption, the applicant must supply sufficient evidence of the former prisoner of war's earlier incarceration, either through documentation by the Veteran's administration or by providing a copy of the veteran's discharge papers. In the future years, only the application for exemption must be filed; and further

ORDERED that the prisoner of war registration plates are not necessary for entitlement to this exemption. This exemption is restricted to one vehicle at a time owned and registered by the former prisoner of war for personal, non-commercial use; and further

ORDERED that this matter be referred to the Ordinances and Administration and Budget and Finance Standing Committees for review and recommendation.

Melissa Cox
Ward 2 Councillor