



GLOUCESTER CITY COUNCIL  
**Budget & Finance Committee**  
Thursday, August 21, 2014 – 5:00 p.m.  
1<sup>st</sup> Fl. Council Committee Rm. – City Hall

**AGENDA**

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

1. *Supplemental Appropriation-Budgetary Request (2015-SA-3) from CFO/Auditor's Office*
2. *Memorandum from Fire Chief requesting permission for reimbursement from FY15 funds to Firefighter Theodore Bazdanes for personal item damaged while performing his duties during FY14*
3. *Memorandum, Grant Application & Checklist from Public Health Director re: acceptance of a Public Health Emergency Preparedness (PHEP) Grant in the amount of \$170,645 from MA Department of Public Health, Emergency Preparedness Bureau*
4. *Memorandum, Grant Application & Checklist from Public Health Director re: acceptance of a PHEP Grant in the amount of \$13,340 from MA Department of Public Health, Emergency Preparedness Bureau*
5. *Memorandum, Grant Application & Checklist from Harbormaster re: acceptance of a Dept. of Conservation & Recreation Grant in the amount of \$24,750 for security lighting at Dun Fudgin Boat Ramp*
6. *Memorandum, Grant Application & Checklist from Harbormaster re: acceptance of a Clean Vessel Act Grant in the amount of \$9,500 from the MA Division of Marine Fisheries*
7. *Special Budgetary Transfer Request (2015-SBT-3) from Community Development Department*
8. *Request acceptance of a \$2,000 donation from Gloucester resident re: Department of Public Works Employees*
9. *Memo from City Auditor regarding accounts having expenditures which exceed their authorization And Auditor's Report*
10. *Community Preservation Committee Round 5, FY2014 Recommendations:*

Magnolia Library Center, Inc.	Renovations	\$85,000
Cape Ann Museum	Design & install vertical lift	\$15,000
Holy Family Parish	Building renovations	\$50,000
Oak Grove Cemetery	Rehabilitation	\$24,000

COMMITTEE

**Councilor Melissa Cox, Chair**  
**Councilor William Fonvielle, Vice Chair**  
**Councilor Paul McGeary**

CC: Mayor Carolyn Kirk  
Kenny Costa  
John Dunn  
Noreen Burke  
Fire Chief Eric Smith  
Harbormaster Jim Caulkett  
Mike Hale/Mark Cole  
Debbie Laurie/J.J. Bell/Sandra Ronan

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  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2015**

\*\*\*\*CITY COUNCIL APPROVAL- 6 VOTES NEEDED\*\*\*\*

APPROPRIATION # 2015-SA- 3 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ CFO/Auditor's Office

APPROPRIATION AMOUNT: \$ 200,000.00

Account to appropriate from:

Unfund Account #	<u>850000.10.995.59600.0000.00.000.00.059</u>
Account Description	<u>CP Stabilization Fund, Trans. Out - to Trust &amp; Ag</u>
Balance Before Appropriation	\$ <u>246,498.19</u>
Balance After Appropriation	\$ <u>46,498.19</u>

Account Receiving Appropriation:

Unfund Account #	<u>850005.10.995.49700.0000.00.000.00.040</u>
Account Description	<u>Integrated Financial Sys CP Stab. Fund, Trans In - Fr Trust</u>
Balance Before Appropriation	\$ <u>-</u>
Balance After Appropriation	\$ <u>200,000.00</u>

DETAILED ANALYSIS OF NEED(S): Appropriation from the Capital Projects Stabilization Fund for the  
purchase and conversion of a new Integrated Financial Records  
Software System.

**APPROVALS:**

DEPT. HEAD: \_\_\_\_\_

DATE: 7/24/14

ADMINISTRATION: \_\_\_\_\_

DATE: 8/3/14

BUDGET & FINANCE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_

DATE: \_\_\_\_\_



**CITY OF GLOUCESTER**  
**OFFICE OF THE FIRE DEPARTMENT**

**MEMORANDUM**

To: Mayor Kirk

From: Eric Smith, Fire Chief

Date: July 22, 2014

Re: Request for permission to reimburse Theodore Bazdanes for personal items damaged while on duty last fiscal year with this fiscal year's budget.

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I am submitting this request to reimburse Theodore Bazdanes for personal item damaged while performing his duties as a firefighter. This was done towards the end of last fiscal year and was submitted to me after the last warrant was processed.


**FLEXIBLE**  
 REWARDS<sup>SM</sup>

CREDIT CARD (...4300)

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**Posted Activity**


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Statement Ending Jun 11, 2014 ▼

<u>Trans Date</u>	<u>Post Date</u>	<u>Type</u>	<u>Description</u>	<u>Amount</u>
<input type="checkbox"/> 06/11/2014	06/11/2014	Fee	[REDACTED]	\$68.81
<input type="checkbox"/> 06/10/2014	06/11/2014	Sale	[REDACTED]	\$22.17
<input type="checkbox"/> 06/07/2014	06/09/2014	Sale	[REDACTED]	\$128.99
<input type="checkbox"/> 06/07/2014	06/09/2014	Sale	[REDACTED]	\$4.90
<input type="checkbox"/> 06/07/2014	06/09/2014	Sale	[REDACTED]	\$25.53
<input type="checkbox"/> 06/07/2014	06/08/2014	Return	[REDACTED]	-\$30.79
<input type="checkbox"/> 06/07/2014	06/08/2014	Sale	[REDACTED]	\$27.79
<input type="checkbox"/> 06/07/2014	06/08/2014	Payment	[REDACTED]	-\$100.00
<input type="checkbox"/> 06/06/2014	06/08/2014	Sale	[REDACTED]	\$13.00
<input type="checkbox"/> 06/06/2014	06/08/2014	Sale	[REDACTED]	\$29.00
<input type="checkbox"/> 06/05/2014	06/06/2014	Sale	[REDACTED]	\$62.00
<input type="checkbox"/> 05/31/2014	06/05/2014	Sale	MACY'S EAST #0034	\$250.94
<input type="checkbox"/> 05/30/2014	05/30/2014	Sale	[REDACTED]	\$35.60
<input type="checkbox"/> 05/30/2014	06/01/2014	Sale	[REDACTED]	\$81.00
<input type="checkbox"/> 05/30/2014	06/01/2014	Sale	[REDACTED]	\$10.59
<input type="checkbox"/> 05/28/2014	05/29/2014	Sale	[REDACTED]	\$39.16
<input type="checkbox"/> 05/21/2014	05/23/2014	Return	[REDACTED]	-\$19.06
<input type="checkbox"/> 05/21/2014	05/23/2014	Sale	[REDACTED]	\$286.55
<input type="checkbox"/> 05/21/2014	05/22/2014	Sale	[REDACTED]	\$35.00
<input type="checkbox"/> 05/17/2014	05/19/2014	Return	[REDACTED]	-\$27.01
<input type="checkbox"/> 05/17/2014	05/19/2014	Sale	[REDACTED]	\$197.08
<input type="checkbox"/> 05/17/2014	05/19/2014	Sale	[REDACTED]	\$93.00
<input type="checkbox"/> 05/14/2014	05/15/2014	Sale	[REDACTED]	\$60.00
<input type="checkbox"/> 05/14/2014	05/16/2014	Sale	[REDACTED]	\$23.27

**INCLUDE WITH  
MERCHANDISE**

**Macy's**  
North Shore Mall  
210 Andover St.  
Peabody, MA 01960  
978-531-3800



R4151034004940477108

034-0049-4046  
10602994 0049 5:15 PM 5/31/2014

**THEODORE  
BAZDANES  
PICK-UP 06/04/14  
978-500-0449**

THEODORE BAZDANES  
62 WOODMAN ST  
GLOUCESTER, MA 01930

Event Start Date 06/04/14  
Event PRESAL

**PRE-SALE DEPOSIT**

Deposit: Refundable	20.00
14/7	
Macy's Gift Card	20.00
0100TH00 659136620695620 S	
Gift Card Number	659136620695620
Remaining Value	\$0.00

This gift card does not expire and no fees are imposed

034-0049-4047  
10602994 0049 5:15 PM 5/31/2014

**PRE-SALE PURCHASE**

BETTER WATCH	255.00
042429503823 278/25	
Descr: MARINE M W BR BL D/D	
D/C/V/S: 278/25/822/09613	0
Orig 425.00 Today's Price 340.00	
25% Coupon	
CRL XXXXXXXXXXX2591	

6.250% MA RGLR Tax	15.94
<b>Total</b>	<b>270.94</b>

Gift Card Deposit	20.00-
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Visa	250.94
THEODORE BAZDANES	
03676B XXXX	XXXXXXXXXXXX4300 S

CUSTOMER:  
TED BAZDANES

Total Coupon Savings is \$85.00  
Your Total Savings is \$170.00

Health Department  
3 Pond Road, City Hall Annex  
Gloucester, Massachusetts 01930  
PHONE: 978-281-9771 · Fax: 978-281-9729  
EMAIL: [healthdept@gloucester-ma.gov](mailto:healthdept@gloucester-ma.gov)  
WEBSITE: [www.gloucester-ma.gov](http://www.gloucester-ma.gov)



**Public Health**  
Prevent. Promote. Protect.



## CITY OF GLOUCESTER

### **MEMO**

**To:** MAYOR CAROLYN A. KIRK & CITY COUNCIL PRESIDENT  
**From:** NOREEN BURKE, PUBLIC HEALTH DIRECTOR  
**Date:** July 11, 2014  
**Subject:** AMMENDMENT TO STANDARD CONTRACT- PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) GRANT~ 2014/2015

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Dear Mayor Kirk and City Council President,

The City Health Department is happy to offer for City Council for approval, an accepted, executed grant award in the amount of \$170,645 from the Massachusetts Department of Public Health,(MDPH), Emergency Preparedness Bureau,(EPB).

The purpose of the grant is to provide funding to the North Shore/ Cape Ann regional public health emergency preparedness and response activities which includes:

- Meeting all Federal and State emergency preparedness grant deliverables.
- Updating all communities' Emergency Dispensing Site plans annually.
- Scoring all communities' EDS plans with CDC's TAR scoring tool.
- Implementing and drilling various aspects of plans and emergency preparedness.
- Completing After Action and Corrective Action Reports on all drilling and training exercises.
- Providing trainings for Coalition members and volunteers on various Emergency Preparedness topics.

Please feel free to contact me if your office has any further questions.

Respectfully

NOREEN BURKE  
HEALTH DIRECTOR  
Enc. GRANT COPY  
Cc: File



**City of Gloucester  
Grant Application and Check List**

Granting Authority: State  Federal  Other

Name of Grant: Public Health Emergency Preparedness (PHEP) Grant

Department Applying for Grant: HEALTH DEPARTMENT

Agency-Federal or State application is requested from: The Massachusetts Department of Public Health (MDPH), Emergency Preparedness Bureau (EPB).

Object of the application: Ensuring public health emergency preparedness and response activities throughout North Shore/Cape Ann.

Any match requirements: NO

Mayor's approval to proceed: *[Signature]* 8/3/14  
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

Grant Budget by line item account:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**

**ACCOUNT BUDGET**

**DEPARTMENT NAME:** Health (Public Health Emergency Preparedness)

**ACCOUNT NAME:** Public Health Emergency Preparedness

**FUND NUMBER AND NAME: (N/A FOR NEW FUND)** 292084

**CFDA # (Required for Federal Grants):** 93.074

**DATE PREPARED:** 7/17/2014

**APPROVED  
AMENDED BUDGET  
(IF APPLICABLE)**

OBJECT	ORIGINAL BUDGET	AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (45800)				
	\$ 170,645.00			\$170,645.00
				\$0.00
				\$0.00
<b>Total:</b>	<b>\$170,645.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$170,645.00</b>
EXPENSE (5 )				
51000	\$64,940.25			\$64,940.25
51720	\$1,288.94			\$1,288.94
51740	\$32.24			\$32.24
51750	\$1,837.08			\$1,837.08
51840	\$934.50			\$934.50
51860	\$5,844.62			\$5,844.62
52002	\$39,570.00			\$39,570.00
52414	\$300.00			\$300.00
53401	\$26,064.43			\$26,064.43
53499	\$3,500.00			\$3,500.00
54000	\$300.00			\$300.00
54001	\$3,230.23			\$3,230.23
54203	\$0.00			\$0.00
57000	\$19,802.71			\$19,802.71
57100	\$3,000.00			\$3,000.00
57110				\$0.00
<b>Total:</b>	<b>\$170,645.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$170,645.00</b>

DEPARTMENT HEAD SIGNATURE

*Mareen Burke*

DATE ENTERED (AUDIT) \_\_\_\_\_

AUDITING DEPARTMENT INITIALS \_\_\_\_\_



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

DEVAL L. PATRIOK  
 GOVERNOR

JOHN W. POLANOWICZ  
 SECRETARY

CHERYL BARTLETT RN  
 COMMISSIONER

Tel: 617-624-6088  
 Fax: 617-624-5587  
 www.mass.gov/dph

May 30, 2014

Noreen M. Burke, Director  
 City of Gloucester Board of Health  
 3 Pond Road  
 Gloucester, MA 01930

**RE: Public Health Emergency Preparedness (PHEP) Grant  
 Notice of Contract Award Amendment  
 Host Agency – City of Gloucester - Region 3 - North Shore Cape Ann Emergency  
 Preparedness Coalition**

Dear Ms. Burke;

The Massachusetts Department of Public Health (MDPH), Office of Preparedness and Emergency Management (OPEM) is pleased to provide funding to the City of Gloucester – Region 3 - North Shore Cape Ann Emergency Preparedness Coalition for the purpose of emergency preparedness and response activities for grant Budget Period 3 (BP3) of 7/1/2014 through 6/30/2015.

➤ **Your total BP3 PHEP award is \$170,645.** Funds will be released to you in quarterly payments. The initial payment of \$ 42,661.25 will be disbursed upon receipt of the CDC Notice of Grant Award and the necessary paperwork from your agency. Thereafter, the payment in each of the following 3 quarters will be \$42,661.25. The Host Agency is eligible to receive up to 15% of the awarded funds as needed for the fiscal, support, and administrative overhead costs associated with this grant. The distribution of funding is as follows:

	Coalition	Total
Base - PHEP	\$ 149,677	\$ 149,677
Base - State Match	\$ 7,886	\$ 7,886
CRI - PHEP	\$ 13,082	\$ 13,082
	<u>\$ 170,645</u>	<u>\$ 170,645</u>

Enclosed please find a Standard Contract Form Amendment for your review, completion and authorized signature. Please return to the OPEM at the address below your signed Standard Contract Form Amendment along with the budget summary, budget linked to capability, proposed work plan, and a signed payment voucher form in the amount of \$42,661.25. The contract form and payment voucher must have an original signature for processing. Once these forms are received by OPEM the payment voucher will be processed and the funds disbursed.

All disbursements are contingent upon satisfactory progress toward coalition completion of deliverables, funding and hiring of at least one (1) .5 FTE planner or coordinator to assist the coalition in completing deliverables and reporting requirements, and timely submission of all required reports.

This award is supported by federal funds (New CFDA #93.074) and therefore your Agency is required to adhere to the auditing requirements of Federal OMB Circular A-133. For that reason, we encourage you to notify your Certified Public Accountant of this award. Please be advised that expenditure of these funds must be in compliance with all state and federal guidance regarding allowable costs and the MDPH deliverables for BP3, and must be obligated by June 30, 2015.

Please return all requested documents to:

Massachusetts Department of Public Health  
Office of Preparedness and Emergency Management  
250 Washington Street, 1<sup>st</sup> floor  
Boston, MA 02108  
Attn: John Leahy, Contracts Manager

Please retain this letter on file. Any contract related questions regarding this matter should be directed to John Leahy, Contracts Manager at 617-994-9833.

Sincerely,



Mary E. Clark, JD, MPH  
Director, Office of Preparedness and Emergency Management  
Massachusetts Department of Public Health

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (EAF), 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/eofaf](http://www.mass.gov/eofaf) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> City Of Gloucester (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department Of Public Health MMARS Department Code: DPH	
<b>Legal Address: (W-9, W-4, T&amp;C):</b> 9 Dale Ave Ste 9, Gloucester, MA 019303000		<b>Business Mailing Address:</b> 250 Washington Street, Boston, MA 02108	
<b>Contract Manager:</b> Karin Carroll		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> kcarroll@gloucester-ma.gov		<b>Contract Manager:</b> John Leahy	
<b>Phone:</b> 978-281-9771	<b>Fax:</b> 878-281-9728	<b>E-Mail:</b> John.J.Leahy@state.ma.us	
<b>Contractor Vendor Code:</b> VC6000192086		<b>Phone:</b> 617-894-9833	<b>Fax:</b> 617-624-5587
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address Id Must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> IRTF6208P01902414045	
<b>NEW CONTRACT</b>		<b>X CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (Includes State or Federal grants §15 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other</b> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: <u>06/30, 20 14</u> . Enter Amendment Amount: \$ <u>170,845.00</u> (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input checked="" type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other</b> (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			
<b>COMPENSATION: (Check ONE option):</b> 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 §15 CMR 8.00. <input type="checkbox"/> <b>Rate Contract</b> (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"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): \$ <u>1,881,159.00</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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 Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:</b> (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.) Renewal or Extension Only			
<b>ANTICIPATED START DATE:</b> (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 <b>Effective Date</b> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <b>Effective Date</b> . <input checked="" type="checkbox"/> 2. may be incurred as of <u>07/01, 20 14</u> , a date <u>LATER</u> than the <b>Effective Date</b> below and <u>no</u> obligations have been incurred <u>prior</u> to the <b>Effective Date</b> . <input type="checkbox"/> 3. were incurred as of <u>20</u> , a date <u>PRIOR</u> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>06/30, 20 15</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.			
<b>CERTIFICATIONS:</b> 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 <b>Contractor Certifications</b> (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 <b>Commonwealth Terms and Conditions</b> , this Standard Contract Form including the <b>Instructions and Contractor Certifications</b> , 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 <b>801 CMR 21.07</b> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Paul McGearu</u> Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Paul McGearu</u> Print Title: <u>Acting Mayor</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>Sharon Dyer</u> Date: <u>6/30/2014</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Services Office</u>	

**RECEIVED**  
 6/27/14

## 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 #: INTF6208P01902414045

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**

This form will only be included with packages where a procurement exception (waiver) supports the 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.  
Renewal

**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).

**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>Paul Mc Geary</i>	<i>Acting Mayor, Gloucester</i>

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.

*Paul Mc Geary*  
\_\_\_\_\_  
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:

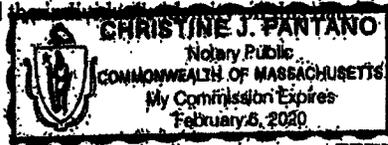
X *Paul McGowan*

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, *Christine J. Pantano* (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the

*June 12*, 20*14*  
My commission expires on: *Feb. 6, 2020*



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



OFFICE OF  
PREPAREDNESS  
AND EMERGENCY  
MANAGEMENT

Public Health Emergency Preparedness Cooperative Agreement  
Budget Period 3  
July 1, 2014 – June 30, 2015

EXECUTIVE SUMMARY  
COALITION DELIVERABLES

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**Purpose of Funding:**

The Public Health Emergency Preparedness (PHEP) Cooperative Agreement provides technical assistance and resources that support local territorial and tribal public health departments in demonstrating measurable and sustainable progress toward achieving public health preparedness capabilities that promote prepared and resilient communities.

**Key Components of the Coalition Deliverables:**

- ❖ In an effort to maximize efficiency and resources, and minimize local burden, deliverables are focused at the Coalition level.
- ❖ OPEM has identified twelve of the fifteen PHEP Capabilities to build upon in BP3. Of those, coalitions will focus upon six: Community Preparedness; Emergency Operations Coordination; Information Sharing; Medical Countermeasure Dispensing; Public Health Surveillance and Epidemiological Investigation; and Volunteer Management. Depending on chosen coalition projects, other capabilities may be addressed.
- ❖ The coalition deliverables have been structured into six sections:
  - CDC PHEP Capabilities Development
    - This section includes deliverables which will allow coalitions to build upon PHEP capabilities that have been identified as priorities. Coalitions will develop and submit two coalition-level projects and host two trainings. Coalitions will also participate in Health and Medical Coordinating Coalition activities.
  - CDC PHEP Cooperative Agreement Annual Requirements
    - This section includes development of a multi-year training and exercise plan which is an annual requirement under the PHEP Cooperative Agreement.
  - MDPH Annual Requirements
    - This section includes deliverables which MDPH OPEM considers necessary for baseline coalition activities each year. These include maintenance and testing of emergency notification lists, coalition meetings, and submission of appropriate exercise documentation.
  - PAHPRA Benchmarks
    - The Pandemic and All Hazards Preparedness and Response Act (PAHPRA) includes several benchmarks; these have traditionally included annual drills and data collection for medical countermeasure dispensing activities. The CDC

Technical Assistance Review (TAR) has been replaced with the Operational Readiness Review (ORR) in BP3; however, only the state and one local jurisdiction are required to complete the new tool. The PHEP BP3 Cooperative Agreement requires local data collection to demonstrate operational readiness in BP3. Additional guidance from the CDC regarding this requirement is expected later this year.

- CDC PHEP Requirements to Remain in Good Standing with Grant
  - This section includes those items which all entities receiving PHEP funding must demonstrate in order to remain in good standing. If these deliverables have been completed in the past and remain current (e.g., if a community joined MAVEN in BP2 and continues to participate in BP3), no action or new document submission is required.
- MDPH Administrative Deliverables assigned to Host Agent
  - This section includes administrative deliverables required of coalition host agents. The PHEP grant management manual includes additional information and guidance for host agents.
- ❖ Each page of the BP3 deliverables should be initialed and submitted with your Host Agent Standard Contract Form Amendment, Budget, and signed payment voucher. In lieu of a more detailed workplan, coalitions will be required to submit project abstracts and training notification forms at the end of quarter one and progress reports at the end of quarter two. These forms are in development and will be shared with coalitions when ready. The BP3 deliverables document includes what information will be required in the project abstract.
- ❖ The PHEP BP3 Cooperative Agreement emphasizes subawardee monitoring for both fiscal and programmatic compliance. In accordance with this, Coalition budgets will need to tie planned expenditures to the PHEP Capabilities. A Capabilities Budget Template has been provided. When completing the Capabilities Budget, known expenses that relate to a capability should be allocated to that capability (e.g., shelter cots allocated to Mass Care). Any expenses that cross multiple capabilities should be allocated proportionally (e.g., a planner who spends 30% of his/her time on Community Preparedness, 30% on Medical Countermeasure Dispensing, and 20% on Mass Care, and 20% on Volunteer Management should have his/her total costs allocated accordingly).
- ❖ Please note that according to the Cooperative Agreement, all training “must be purposefully designed to close operational gaps and sustain jurisdictionally required preparedness competencies”.

**ATTACHMENT A**  
**COMMUNITY PARTICIPATION IN COALITION ACTIVITIES**

According to the CDC, the purpose of the PHEP program is "to develop emergency-ready public health departments by upgrading, integrating and evaluating state and local public health jurisdictions preparedness for and response to public health emergencies with federal, state, local, and tribal governments, the private sector, and nongovernmental organizations (NGOs)." Through the emergency preparedness coalitions, the MDPH OPEM provides PHEP funds to communities to become "emergency ready".

To ensure that Massachusetts is prepared to effectively respond to large or small public health emergencies, communities are expected to make good faith efforts to actively participate in coalition activities and fulfill all annual deliverables as a condition of funding. Failure to make a good faith effort to achieve grant deliverables may affect eligibility for future funding. In consultation with LSAC, OPEM has identified a series of deliverables for BP3 that must be fulfilled by communities in order to be eligible to receive **direct support** under the PHEP grant. "Direct support" includes but is not limited to formula-based local allocations, funding for proposals submitted by a community or group of communities, "mini-grants"; funding for travel to out-of-state conferences or meetings, and receipt of equipment or services purchased with PHEP funds.

The following specific deliverables must be met by any community receiving direct support from the PHEP grant:

- **Plans** –Verify to host agent that community is has or is included in a written, National Incident Management System-compliant all-hazards public health response plan and date of most recent update.
- **Points of contact** –Provide at least two (2) emergency points of contact that can be reached 24/7/365, and two (2) contacts registered and trained on the HHAN
- **Communication drills** –Participate in two (2) HHAN drills during the year and submit quarterly updates to the coalition's 24/7 contact list.
- **Information Sharing** – Participate in MDPH WebEOC drill for greater situational awareness
- **Public Health Surveillance and Epidemiological Investigation** – Participate in MAVEN or demonstrate other means to share epidemiological information with public health and healthcare partners.
- **Operating Principles** – Communities must abide by coalition principles of operation or other documents that reflect coalition operating procedures and work cooperatively with the coalition's host agent to ensure the grant's reporting requirements and spending guidelines are met
- **Participation** – Community participates in at least 50% of region/coalition general membership meetings.
- **Communities must act in accordance with federal and state:** (1) grant guidance, (2) conflict of interest rules and regulations, and (3) procurement requirements

Upon request, OPEM will work with coalitions to support implementation of the community participation requirement.

MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH – OFFICE OF PREPAREDNESS AND EMERGENCY MANAGEMENT  
 CDC Public Health Emergency Preparedness Cooperative Agreement – Budget Period 3 (July 1, 2014 - June 30, 2015)

BP3 LOCAL PUBLIC HEALTH PREPAREDNESS COALITION DELIVERABLES

Section 1 - CDC PHEP Capabilities Development	Progress and Deliverables	Due Date
<p>a) The coalition will develop and submit for approval two coalition-level projects that will help member communities make progress toward demonstrating specific PHEP Capabilities, functions, and task. The coalition must submit a brief abstract for each project which includes the following information:</p> <ul style="list-style-type: none"> <li>• Project objective must be S.M.A.R.T – Specific, Measurable, Attainable, Realistic, Timely</li> <li>• Rationale for project (cite specific information from HVAs, CPGs, AARs, etc.)</li> <li>• PHEP Capabilities, functions, and tasks addressed (http://www.cdc.gov/phpr/capabilities/)</li> <li>• Technical assistance needs for the project</li> <li>• Planned activities for the project including defined deliverables, product, or outputs the project is expected to produce</li> <li>• Project timeline with milestones throughout</li> <li>• Processes or structures describing how the project will address the emergency preparedness, response, and recovery needs of individuals with access and functional needs, especially older adults</li> </ul> <p><b>Additional Information:</b>                      At least one project must include Capability 8: Medical Countermeasure Dispensing. Coalitions are encouraged to collaborate with other coalitions to complete a project and to collaborate with multi-disciplinary health and medical, public safety, emergency management, and other partners. Coalitions are encouraged to leverage additional sources of funding to supplement PHEP funds for the project. Coalition projects may not duplicate a project that is already available in Massachusetts. Exercises should not follow HSEEP building blocks model. Coalition representatives are strongly encouraged to share projects, products/outcomes, and best practices at a statewide meeting/conference or other venue.</p> <p>Examples of the types of projects that could be conducted:</p> <ul style="list-style-type: none"> <li>• Emergency public information and warning workshop or campaign related to virus threats. Coalition can examine and improve messages and communication channels and establish additional partnerships for educating/warning the public about this threat. Revision of public information and warning plans results.</li> <li>• Workshop, tabletop, or other exercise evaluating alternate dispensing models followed by development of an AAR and implementation of improvement plan items.</li> <li>• Development of regional Access and Functional Needs/IRAA communications plan including relevant regional contact information, a communications drill with functional needs partners, and implementation of corrective actions identified in drill.</li> <li>• Organizing and conducting a full-day shelter seminar with speakers, classes, and demonstration stations set up with different equipment/techniques to assist individuals with access and functional needs in shelters.</li> <li>• Conduct thorough review of various sections of the new Medical Countermeasures Operational Readiness</li> <li>• Review and develop tools or trainings to assist local communities with future reviews.</li> </ul>	<ul style="list-style-type: none"> <li>• Submit project abstract form which includes identification of project objectives, rationale, capabilities/functions/tasks addressed, technical assistance, planned activities, milestones, etc.</li> <li>• Update project abstract document and submit. For both projects, define milestones and products achieved thus far plus those items which are planned (e.g., We have contracted with vendor to do XYZ activity on ABC date)</li> <li>• Submission of products or outputs as determined in abstract</li> </ul>	<p>Abstracts: Sept 30, 2014</p> <p>Progress report: Dec 31, 2014</p> <p>Completed Projects: June 30, 2015</p>

MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH – OFFICE OF PREPAREDNESS AND EMERGENCY MANAGEMENT  
 CDC Public Health Emergency Preparedness Cooperative Agreement – Budget Period 3 (July 1, 2014 - June 30, 2015)

**BP3 LOCAL PUBLIC HEALTH PREPAREDNESS COALITION DELIVERABLES**

<p>b) The coalition will identify, host, and maintain participant lists for two, in-person trainings.</p> <ul style="list-style-type: none"> <li>• Trainings offered must address an identified gap in the coalition's PHEP program.</li> <li>• The coalition will submit appropriate documentation to MDPH. This includes submission of Training Notification Form and sign-in sheet.</li> <li>• Just in Time and/or online trainings do not count toward this deliverable.</li> <li>• If applicable, CEUs can be pursued with the appropriate disseminating professional organization.</li> </ul> <p>At the end of this document, MDPH has provided a list of emergency preparedness trainings provided by the Department although coalitions are not limited to these trainings. Coalitions should also visit the OPEM training and exercises web page for additional training resources:  <a href="http://www.mass.gov/eohhs/gov/departments/dph/programs/emergency-prep/training/">http://www.mass.gov/eohhs/gov/departments/dph/programs/emergency-prep/training/</a></p> <p>Possible coalition identified trainings:</p> <ul style="list-style-type: none"> <li>• <i>Training on worker safety and health using OSHA representative specific to MCM - per MCM OERR, Cap 14,</i></li> <li>• <i>Function 1: validating health and safety recommendations with subject matter experts</i></li> <li>• <i>Facility management training, statewide plan brief, outline protocols, and then define local health role during MCI (i.e. electronic death certificates, how they fit into state plan)</i></li> <li>• <i>Psychological first aid training</i></li> <li>• <i>PIO training that provides advanced skills training (e.g., recording responses to simulated media questions and critiquing taped response)</i></li> <li>• <i>PPE or fit testing training</i></li> <li>• <i>Redundant communications training (radios, phones, tablets, HHAN, WebEOC, social media, etc.)</i></li> </ul>	<ul style="list-style-type: none"> <li>• Identify training, submit for review and approval</li> <li>• Review training content with Regional Coordinator to ensure gaps are being addressed, ensure advanced planning aspects are included</li> <li>• Identify training dates, overview of content, speakers, venues, etc.</li> <li>• Maintain community participation lists, coordinate follow up actions</li> </ul>	<p>Identify trainings by: Sept. 30, 2014</p> <p>Progress report: Dec. 31, 2014</p> <p>Trainings to be held by: June 30, 2015</p>
<p>c) The coalition will ensure participation in the development of Health and Medical Coordinating Coalitions. Anticipated activities for BP3 include: webinar (summer 2014) and HMCC conference (Fall 2014). PHEP Capability 1: Community Preparedness and HPP Capabilities</p>	<ul style="list-style-type: none"> <li>• At least one representative from each coalition participates in HMCC activities</li> </ul>	<p>December 31, 2014</p>
<p><b>Section 2: CDC PHEP Cooperative Agreement Annual Requirements</b></p>		
<p>a) The coalition will conduct Training and Exercise Planning Workshop (TEPW) to revise current Multi-Year Training and Exercise Plan (MYTEP) or develop a new one. PHEP Capability 1: Community Preparedness</p>	<ul style="list-style-type: none"> <li>• Submit TEPW notes and MYTEP</li> </ul>	<p>September 30, 2014</p>
<p><b>Section 3: PHEP Annual Requirements</b></p>		
<p>a) The coalition will conduct two coalition-wide notification drills.</p> <ul style="list-style-type: none"> <li>• Drill #1 will be conducted via the HHAN and will require at least one member in each coalition community to confirm receipt of the HHAN alert within one hour.</li> <li>• Drill #2 will utilize the HHAN and WebEOC. It will require at least one member in each coalition</li> </ul>	<ul style="list-style-type: none"> <li>• Following receipt of response metrics, submit updates to HHAN list contact information. Regional Coordinator will</li> </ul>	<p>December 31, 2014</p> <p>June 30, 2015</p>

Version Date: May 28, 2014 – Changes may occur during the year based upon supplemental CDC guidance or MDPH planning.

MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH – OFFICE OF PREPAREDNESS AND EMERGENCY MANAGEMENT  
 CDC Public Health Emergency Preparedness Cooperative Agreement – Budget Period 3 (July 1, 2014 - June 30, 2015)

**BP3 LOCAL PUBLIC HEALTH PREPAREDNESS COALITION DELIVERABLES**

community to confirm receipt of the HHAN alert and then log into WebEOC and submit a resource request using the resource request board. MDPH OPEM will provide response metrics to coalitions. <i>PHEP Capability 3: Emergency Operations Coordination and PHEP Capability 6: Information Sharing</i>	share response results with Region/coalition		
b) The coalition, including all local jurisdictions, will document updates and submissions of the coalition to the 24/7 contact list. <i>PHEP Capability 3: Emergency Operations Coordination</i>	<ul style="list-style-type: none"> <li>Submit quarterly updates of 24/7 contact list to OPEM</li> </ul>		Sept. 30, 2014 Dec. 31, 2014 Mar. 31, 2015 June 30, 2015
c) The coalition will ensure that coalition membership meets at least four times per year. The coalition will make a good faith effort to schedule and hold a coalition meeting to review and vote on concurrence with the BP4 draft application provided by OPEM in accordance with policies and procedures developed by OPEM and the LSAC.	<ul style="list-style-type: none"> <li>Documentation of at least four meetings.</li> <li>Written submission of outcome of concurrence vote to OPEM.</li> </ul>		Ongoing
d) The coalition, including all local jurisdictions, will submit appropriate exercise documentation to OPEM. This includes submission of an Exercise Notification Form for any exercises or drills supported with PHEP funds as well as HSEEP-compliant AAR/IPs following completion of an exercise.	<ul style="list-style-type: none"> <li>Applicable only if tabletop, functional, or full-scale exercise conducted</li> </ul>		Ongoing
<b>Section 4: PHEP Requirements to Remain in Good Standing with Grant</b>			
a) Coalition communities will submit medical countermeasure dispensing readiness data. <i>PHEP Capability 8: Medical Countermeasure Dispensing; *Specific data elements required are pending further CDC guidance.</i>	<ul style="list-style-type: none"> <li>Participate in MCM dispensing data collection</li> </ul>		Mar. 31, 2015
b) Each local jurisdiction will complete three SNS operational drills. Choose three unique drills from: site activation, staff notification, facility set-up, and dispensing throughput (live or RealOpt). <i>PHEP Capability 8: Medical Countermeasure Dispensing</i>	<ul style="list-style-type: none"> <li>Submit CDC drill report forms</li> <li>If conducting a facility set-up or throughput drill (live or RealOpt) an AAR must also be submitted. *If completing RealOpt throughput drill, AAR should include screenshots of model used.</li> </ul>		Dec. 31, 2014
<b>Section 5: CDC Public Health Emergency Preparedness Cooperative Agreement – Budget Period 3 (July 1, 2014 - June 30, 2015)</b>			
a) The coalition will document National Incident Management System (NIMS) training by submitting a list of individuals trained in ICS (100, 200, 300) and NIMS (700, 800) in each member community. The coalition will maintain training records for NIMS compliance. Guidance available at: <a href="http://www.mass.gov/eahhs/docs/dph/emergency-prep/ics-training-flowchart-public-health.pdf">http://www.mass.gov/eahhs/docs/dph/emergency-prep/ics-training-flowchart-public-health.pdf</a>	<ul style="list-style-type: none"> <li>Submit spreadsheet of individuals and their ICS/NIMS trainings with</li> </ul>		Sept. 30, 2014

Version Date: May 28, 2014 – Changes may occur during the year based upon supplemental CDC guidance or MDPH planning.

**MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH - OFFICE OF PREPAREDNESS AND EMERGENCY MANAGEMENT**  
**CDC Public Health Emergency Preparedness Cooperative Agreement - Budget Period 3 (July 1, 2014 - June 30, 2015)**

**BP3 LOCAL PUBLIC HEALTH PREPAREDNESS COALITION DELIVERABLES**

	dates	
<p>b) Demonstrate ability to share basic epidemiological data with relevant healthcare organizations. This deliverable can be accomplished through participation in Massachusetts Virtual Epidemiologic Network (MAVEN) or other means identified by LHD and approved by MDPH. PHEP Capability 13: Public Health Surveillance and Epidemiological Investigation</p>	<ul style="list-style-type: none"> <li>If participating in MAVEN, no documentation required. State lab sends quarterly reports on LBOH participation to OPEM. If not participating, must explain reasons for non-participation, alternate means used to share epidemiological data, and/or plans to participate in MAVEN.</li> </ul>	<p>June 30, 2015</p>
<p>c) Provide documentation of plans, processes, and procedures in place to mobilize volunteers supporting a public health or medical emergency. In BP3, this will be accomplished by coalition members of the Massachusetts Communications Protocol for Coordination of Volunteer Requests for a Cross-System Incident Event (may request MDPH/MRC representative to present protocol to coalition) and involvement of at least 1000 individuals in communities in statewide communications protocol drill with MDPH and MRCs.</p>	<ul style="list-style-type: none"> <li>Provide date and forum at which protocol was reviewed.</li> <li>Provide to DPH points of contact for the two participating communities</li> </ul>	<p>December 31, 2014</p>
<p><b>Section 6: MDPH Emergency Preparedness Deliverables - Section 6: Coalition Hosted Point</b></p>		
<p>a) The coalition will ensure that all communities within the coalition that receive direct support under the PHEP grant are (a) participating in the coalition, and (b) providing appropriate documentation of efforts to meet the deliverables of the PHEP.</p>	<ul style="list-style-type: none"> <li>As part of each quarterly fiscal report, provide an affirmation that all coalition members receiving direct support through PHEP funding are in compliance with Community Participation Guidance</li> </ul>	<p>Ongoing</p>
<p>b) The coalition will submit a copy of updated Operating Principles to the Regional Emergency Preparedness Coordinator if amendments are approved by the coalition during BP3.</p>	<ul style="list-style-type: none"> <li>Submit current copy of coalition Operating Principles</li> <li>Submit updates, if any</li> </ul>	<p>September 30, 2014  Ongoing</p>

**MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH – OFFICE OF PREPAREDNESS AND EMERGENCY MANAGEMENT  
 CDC Public Health Emergency Preparedness Cooperative Agreement – Budget Period 3 (July 1, 2014 - June 30, 2015)**

**BP3 LOCAL PUBLIC HEALTH PREPAREDNESS COALITION DELIVERABLES**

c) The coalition host agent will ensure that capital equipment is accounted for and a list of capital equipment is submitted.	<ul style="list-style-type: none"> <li>• Submit to OPEM Fiscal staff list(s) of capital equipment.</li> </ul>	June 30, 2015
d) The coalition will hire a .5 FTE planner to support the coalition with completion of deliverables.	<ul style="list-style-type: none"> <li>• .5 FTE planner hired and accounted for in coalition budget</li> </ul>	Ongoing
e) The coalition will comply with policies and procedures as described in the MDPH OPEM BP3 Grants Management Manual.	<ul style="list-style-type: none"> <li>• Self-explanatory</li> </ul>	Ongoing

**Trainings Offered by MDPH**

- Emergency Dispensing Sites\*
- Emergency Dispensing Sites: Smallpox Specific\* (Upon completion, participants will be certified in Smallpox Vaccine Administration by MDPH.)
- Bioterrorism Agents: An Overview\*
- Strategic National Stockpile
- Personal Protective Equipment (PPE)
- Blood Borne Pathogens
- Infectious Disease Surveillance\*
- LN&B\* (Trainer, Priscilla Fox, coordinated through LPHI in the fall)
- Introduction to Sheltering for MRC Volunteers: Train-the-Trainer and Classroom training available.
- Pandemic Influenza

\*CEUs available for these trainings

For more information or to schedule a training, please speak with your Regional Public Health Preparedness Coordinator or:

- Lisa Crowner, Health Educator, [lisa.crowner@state.ma.us](mailto:lisa.crowner@state.ma.us), 508-984-0619
- Roberta Crawford, Training and Exercise Manager, [rcrawford@state.ma.us](mailto:rcrawford@state.ma.us), 617-624-5721

## PHEP BP3 Budget

July 1, 2014 - June 30, 2015

Coalition: North Shore / Cape Ann - Region 3D

Host Agent: City of Gloucester, MA

Capability	Capability	Narrative	Budgeted Amount
1	Community Preparedness	Program budget is needed for Community Preparedness deliverable activities such as training # 1 and 2, HMCC Planning, TEPW & MYTEP, and Project #1 as decided	\$27,136.98
2	Community Recovery	N/A	\$0.00
3	Emergency Operations Coordination	Program budget is needed for Emergency Operations deliverable activities such as Web EOC training and drills, Quarterly 24/7 Contact Lists, and ICS/NIMS	\$18,402.16
4	Emergency Public Information and Warning	N/A	\$0.00
5	Fatality Management	N/A	\$0.00
6	Information Sharing	Program budget is needed for Information Sharing deliverable activities such as HHAN drills, Exercise Notification Form, Coalition Meetings, phones and	\$45,250.68
7	Mass Care	N/A	\$0.00
8	Medical Countermeasure Dispensing	Program budget is needed for Medical Countermeasure Dispensing deliverable activities such as SNS Drills, AAR's, Readiness Data Submittal, and Project #2 as	\$27,998.00
9	Medical Material Management and Distribution	N/A	\$0.00
10	Medical Surge	N/A	\$0.00
11	Non-Pharmaceutical Interventions	N/A	\$0.00
12	Public Health Laboratory Testing	N/A	\$0.00
13	Public Health Surveillance and Epidemiological Investigation	N/A	\$0.00
14	Responder Safety and Health	N/A	\$0.00
15	Volunteer Management	This budget will cover part of the MRC coordinator's salary, a small part the PHEP Coordinator's salary needed to review volunteer protocols, conduct a	\$26,260.18

**PHEP BP3 Budget**

July 1, 2014 - June 30, 2015

Coalition: NorthCentral  
Host Agent: Alpha Host Agent

Capability	Capability	Narrative	Budgeted Amount
	Other (Indirect, Program Management)	15% of total program funds for program overhead and administration.	\$25,597.00

**Total Budget: \$170,645.00**

Submitted by Host Agent Designee: [Signature]  
Date: 6/25/14

Approved by Coalition Designee: [Signature]  
Date: 6/25/14

Approved Regional Coordinator: [Signature]  
Date: 6/25/14

Approved OPEM Central Office: [Signature]  
Date: 7/2/14

## PHEP BP3 Budget

July 1, 2014 - June 30, 2015

Coalition: NorthCentral  
 Host Agent: Alpha Host Agent

Capability	Capability	Narrative	Budgeted Amount
	Other (Indirect, Program Management)	15% of total program funds for program overhead and administration.	\$25,597.00

**Total Budget: \$170,645.00**

Submitted by Host Agent Designee: *[Signature]*  
 Date: 6/25/14

Approved by Coalition Designee: *[Signature]*  
 Date: 6/25/14

Approved Regional Coordinator: *[Signature]*  
 Date: 6/25/14

Approved OPEM Central Office: \_\_\_\_\_  
 Date: \_\_\_\_\_















**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF PUBLIC HEALTH**

**SUBCONTRACTOR IDENTIFICATION (for non-MM Object Code Services)**

**Provider/Vendor Name:** City of Gloucester      **Vendor VC No.:** VC6000192096  
North Shore/Cape Ann  
Emergency  
**Program Name:** Preparedness Coalition      **Contract ID:** INTF6208PO1902414045

**Instructions:** Providers/vendors must complete and submit to DPH at the time of initial contract execution AND when subcontract dollars and/or vendors/providers are added or deleted. This form must be signed by the DPH program representative to indicate program approval PRIOR TO the execution of said subcontract(s).

Subcontractors must agree to the Terms and Conditions set forth in the RFR, which is part of this contract. Subcontracts must be in writing, in accordance with Section 9 of the Commonwealth Terms and Conditions or the Commonwealth Terms and Conditions for Human and Social Services. Providers may use the standard subcontract template available through DPH contract managers. All subcontracts must be available for review by authorized agents of the Commonwealth. DPH may require the submission of any subcontract at any time during the contract period.

Subcontract Name and Description	Subcontract Amount	Subcontract Description
BME Consulting	\$25,000.00	EP Planner to assist Coalition 3D with PHEP Deliverables.
Candice Ferrari	\$5,000.00	Program Administration.
Liisa Jackson	\$10,000.00	MRC Coordinator.
<b>TOTAL</b>	<b>\$40,000</b>	

Submitted by: *Kenneth A. Carroll*  
 Provider/Vendor Authorized Signature

Date: 6/30/14

Phone: 978-252-8026

Approved by: *[Signature]*  
 DPH Program Manager

Date: 6/30/14

Phone: 978-951-7261

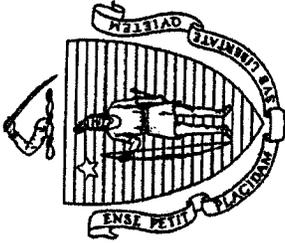
# PAYMENT VOUCHER INPUT FORM

DEPARTMENT / ORGANIZATION NAME  
**Department of Public Health**

TRANS <b>PV</b>	DEPT DPH	R/ORG	Number	PV Date 06/13/14	Acct Prd	BFY
ACTION: (E) (M)	Sch Pay Date	Off Liab Act	<b>VENDOR'S CERTIFICATION</b> I hereby certify that the goods and services described on this voucher were shipped to the address and to the persons named on this voucher.			
E						

# THE COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE COMPTROLLER



VENDOR NAME AND ADDRESS  
 [Redacted]

**DOCUMENT TOTAL:**

REFERENCED ORDER	LINE	QUANTITY	STXT	DESCRIPTION	UNIT PRICE	AMOUNT	EMP
				[Redacted]	42,661.25		

LN	Trans	Dept	R/Org	Number	LINE	DEPT	APPROP	Sub	Org	S/Org	Obj	S/Obj	Prog	Ty
					Fund	BS Acct	PAYMENT REFERENCE NUMBER							
					DIS		DATES OF SERVICE	QNTY	Line Amount					I/D
														P/F

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS:  
 I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

PREPARED BY: Karin Carroll TITLE: Emergency Preparedness C DATE: 06/12/14

ENTERED BY: Karin Carroll TITLE: Emergency Preparedness C DATE: 06/12/14

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

APPROVED BY: *Karen Burke* TITLE: Director Health Dept. DATE: 06/12/14 PHONE: 978-282-8016

Instructions to vendor:  
 o Fill in shaded areas  
 o Direct inquiries to state organization



**Public Health**  
Prevent. Promote. Protect.

Health Department  
3 Pond Road, City Hall Annex  
Gloucester, Massachusetts 01930  
PHONE: 978-281-9771 · Fax: 978-281-9729  
EMAIL: [healthdept@gloucester-ma.gov](mailto:healthdept@gloucester-ma.gov)  
WEBSITE: [www.gloucester-ma.gov](http://www.gloucester-ma.gov)



## CITY OF GLOUCESTER

**To:** MAYOR CAROLYN KIRK  
**From:** NOREEN BURKE, PUBLIC HEALTH DIRECTOR  
**Date:** AUGUST 1, 2014  
**Subject:** APPLICATION/ACCEPTANCE OF MRC GRANT

-----  
Dear Mayor Kirk ~

The Gloucester Health Department is happy to offer for review and City Council acceptance, a grant award of \$13,340 from the Massachusetts Department of Public Health (MDPH), Emergency Preparedness Bureau (EPB).

The purpose of the grant is to provide funding to assist the North Shore/Cape Ann region in preparing for public health emergencies and enhance their Medical Reserve Corps (MRC) capacity to respond, including:

- Credential MRC volunteers in accordance with established standards.
- Maintain and revise volunteer protocols.
- Coordinate outreach, recruitment, deployment, and training of MRC volunteers throughout other regions of the State as appropriate.
- Recruit, train and retain members specifically to enhance public health preparedness within all communities of the North Shore/ Cape Ann Emergency Preparedness Coalition.
- Provide Coalition representation at all local and state MRC meetings.
- Submit quarterly finance and activity updates as required.
- Maintain MAResponds database to be utilized for all aspects of volunteer management.

Please feel free to contact me if your office or Council members have any further questions.

Respectfully

NOREEN BURKE  
HEALTH DIRECTOR  
Enc. GRANT COPY  
Cc: File



**City of Gloucester  
Grant Application and Check List**

Granting Authority: State  Federal  Other

Name of Grant: Medical Reserve Corps Grant

Department Applying for Grant: HEALTH DEPARTMENT

Agency-Federal or State application is requested from: The Massachusetts Department of Public Health (MDPH), Emergency Preparedness Bureau (EPB).

Object of the application: Building the MRC capacity to respond during public health emergency throughout North Shore/Cape Ann.

Any match requirements: No

Mayor's approval to proceed: \_\_\_\_\_

Signature

8/3/14  
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

Grant Budget by line item account: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Auditor's distribution to managing department: \_\_\_\_\_

Department

Date sent

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



TOWN OF WESTFORD  
HEALTH DEPARTMENT  
55 Main Street  
WESTFORD, MA 01886  
(978) 692-5509 FAX (978) 399-2565

July 26, 2014

Karin Carroll, Emergency Preparedness Coordinator  
NS/CA Emergency Preparedness  
c/o Gloucester Health Dept.  
3 Pond Road  
Gloucester, MA 01930

Dear Karin,

The Massachusetts Department of Public Health provided funds of \$109,857 to the Region 3 Medical Reserve Corps, to assist communities in preparing for public health emergencies and to assist in building their MRC capacity to respond. The grant cycle runs from July 1, 2014 and ends on June 30, 2015.

The town of Westford is the fiscal agent for the contract. After the administrative overhead, the remaining funds are divided equally between the 7 MRC units in Region 3. Gloucester will receive \$13,340 in 4 quarterly payments.

According to established protocol, all expenditures made from this local funding must be in accordance with MDPH protocols, and deliverables must be met, as part of the funding requirements. In addition a copy of all expenses must be submitted to the host agency responsible for the fiscal quarterly and year-end reports by the end of May. The MRC Director or Coordinator will assure that the process of approval for expenditures is finalized prior to submittal to the Treasures office.

For questions please feel free to call me @ 978 399-2908.

Sincerely,

Sandy Collins, RN  
Health Director



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

DEVAL L. PATRICK  
GOVERNOR

JOHN W. POLANOWICZ  
SECRETARY

CHERYL BARTLETT RN  
COMMISSIONER

Tel: 617-624-6088  
Fax: 617-624-5587  
[www.mass.gov/dph](http://www.mass.gov/dph)

May 30, 2014

Sandy Collins, Director of Health Care Services  
Town of Westford Board of Health.  
55 Main Street  
Westford, MA 01886

**RE: Notice of Contract Award – Medical Reserve Corps Funding  
Host Agency – Town of Westford – Upper Merrimack Valley Public Health  
Coalition**

Dear Ms. Collins;

The Massachusetts Department of Public Health (MDPH), Office of Preparedness and Emergency Management (OPEM) is pleased to provide new funding in the amount of \$109,857 in State Match funding to the Town of Westford – Upper Merrimack Valley Public Health Coalition to recruit and train Medical Reserve Corps (MRC) volunteers, to address any gaps in MRC coverage for the region, and to continue development of MRC policies and protocols that meet federal and state requirements. These new dollars are for the State Fiscal Year 15 period of July 1, 2014 through June 30, 2015.

➤ **Your SFY15 total MRC award is \$109,857.**

The new SFY15 required State Match dollars will be dispersed via quarterly payment requests to OPEM (e.g. \$109,857 divided by 4 quarters = \$27,464.25).

Enclosed please find a Standard Contract Form for your review, completion and authorized signature. **Please return with your signed Standard Contract Form, the budget summary, budget linked to capability, proposed work plan, and a signed payment voucher to the OPEM.** The contract form must have an original signature for processing. Once the form and other required documents for this contract package are received by OPEM they will be processed immediately.

Please be advised that expenditure of these funds must be in compliance with all grant deliverables and allowable costs; goods must be received by **June 30, 2015.**

Please return all requested documents to:

Massachusetts Department of Public Health  
Office of Preparedness and Emergency Management  
250 Washington Street, 1<sup>st</sup> floor  
Boston, MA 02108  
Attn: John Leahy, Contracts Manager

Please retain this letter on file. Any contract related questions regarding this matter should be directed to John Leahy, Contracts Manager at 617-994-9833.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Clark", with a long, sweeping horizontal stroke extending to the right.

Mary E. Clark, JD, MPH  
Director, Office of Preparedness and Emergency Management  
Massachusetts Department of Public Health

# 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/soe](http://www.mass.gov/soe) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> Town Of Westford (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department Of Public Health <b>MMARS Department Code:</b> DPH	
<b>Legal Address: (W-9, W-4, T&amp;C):</b> 55 Main St, Westford, MA 01886-2651		<b>Business Mailing Address:</b> 250 Washington Street, Boston, MA 02183	
<b>Contract Manager:</b> Sandy Collins		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> <a href="mailto:scollins@westfordma.gov">scollins@westfordma.gov</a>		<b>Contract Manager:</b> John Leahy	
<b>Phone:</b> 978-892-5509 <b>Fax:</b> 978-399-2558		<b>E-Mail:</b> <a href="mailto:John.J.Leahy@state.ma.us">John.J.Leahy@state.ma.us</a>	
<b>Contractor Vendor Code:</b> VC0000182045		<b>Phone:</b> 617-994-9833 <b>Fax:</b> 617-624-6667	
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> INTF6208P1402414103	
<input type="checkbox"/> <b>NEW CONTRACT</b>		<input checked="" type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/ Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<b>Enter Current Contract End Date Prior to Amendment:</b> 06/30, 20 14. <b>Enter Amendment Amount:</b> \$ 199,857.00, (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> <u>X Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/ legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> 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			
<b>COMPENSATION:</b> (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"/> <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 968,426.00.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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"/> <u>only initial payment</u> (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract file, 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.) <u>Renewal or Extension Only</u>			
<b>ANTICIPATED START DATE:</b> (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) and <u>no</u> obligations have been incurred prior to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 2. may be incurred as of <u>07/01, 20 14</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of ___ , 20___, a date <u>PRIOR</u> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>06/30, 20 15</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.			
<b>CERTIFICATIONS:</b> 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.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Sandra A Collins</u> Date: <u>6/10/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sandra A Collins</u> Print Title: <u>Dir. HEALTH CARE Svcs.</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>[Signature]</u> Date: <u>6/30/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

## 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 #: INTF6208P01902414103

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**

This form will only be included with packages where a procurement exception (waiver) supports the 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.  
Renewal

**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).

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
Sandy Call	Dir. Health Care Svcs.
Jodi Ross	Town Manager

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: 9/21/13

Title: Town Manager Telephone: 978-692-5800

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: Town of Westford / Upper Merrimack Valley Mill  
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192945

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.  
It is recommended 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): SANRA Collins

Title: DIRECTOR HEALTH CARE SVCS.

X *Sandra Collins*

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, *Patricia L. Dubey* (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:

Sept 26, 20 13

My commission expires on: 9-26-19



PATRICIA L. DUBEY  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
September 26, 2019

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

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME: Town of Westford / Upper Merrimack Valley area  
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192045

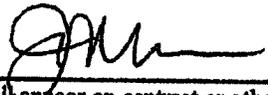
PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.  
It is recommended 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): Jod. Ross

Title: TOWN MANAGER

  
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, Patricia L. Dubey (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:

Sept 26, 2013

My commission expires on: 9-26-19

  
PATRICIA L. DUBEY  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
September 26, 2019

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

**Guidelines for Acceptance and Expenditure  
of Medical Reserve Corps (MRC) Funding  
Massachusetts Fiscal Year 2015  
(July 1, 2014 – June 30, 2015)**

The Massachusetts Department of Public Health (MDPH) Office of Preparedness and Emergency Management (OPEM) has allocated \$769,000 in emergency preparedness state match funds to support the operations of the 45 federally recognized Medical Reserve Corps (MRC) units in the Commonwealth. Approximately \$109,857 in MRC funding will be distributed to the identified host agency in each of the seven Public Health Emergency Preparedness Regions. This funding is intended to enhance local, regional, and state public health preparedness by supporting recruitment and management of pre-credentialed medical and non-medical volunteers through community-based MRCs. The objective of this funding is to support and increase MRC coverage and services so that 100% of the cities and towns in each Region are served by an MRC unit. **These funds may be used only for approved activities related to recruitment, training, deployment, and management of MRC units.**

MRC activities supported with this funding must be consistent with the provisions of Capability 15, Volunteer Management, of both the *Public Health Preparedness Capabilities: National Standards for State and Local Planning (Capabilities)*, issued by the Centers for Disease Control and Prevention (CDC) and the *Healthcare Preparedness Capabilities: National Guidance for Healthcare System Preparedness* issued by the Assistant Secretary for Preparedness and Response (ASPR). Capability 15 focuses on achieving and demonstrating the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance, and to determine and support the need for volunteers in healthcare organizations. A copy of each of the volunteer management capabilities is included at the end of this document.

**These funds must be spent and accounted for in accordance with fiscal guidelines distributed by the Office of Preparedness and Emergency Management. All goods purchased with these funds must be received and all services completed by June 30, 2015.**

**ELIGIBILITY**

To be eligible for this public health emergency preparedness funding a Massachusetts MRC must:

- a) Be federally recognized by the U.S. Surgeon General's Office as of July 1, 2014
- b) Meet the national MRC Core Competency Standards, found at [www.medicalreservecorps.gov](http://www.medicalreservecorps.gov)
- c) Update its unit profile on the National website at least quarterly

## CONDITIONS OF FUNDING

By accepting these funds from MDPH, each MRC agrees to comply with the following conditions of funding:

- (1) Provide to the State MRC Coordinator through the MRC contractor no later than December 31, 2014 a current list of the communities that the MRC covers, whether through formal or informal agreement, and the 24/7 MRC contact information for leaders and coordinators. Contact information changes and updates to leadership should be sent to the MRC contractor as needed.
- (2) Credential volunteers in accordance with the standards established for MA Responds, the statewide volunteer registry, including verifying licensure status, completing a Massachusetts criminal offender record information (CORI) check, and completing a check of nationwide sex offender registry information (SORI). Units that are members of MA Responds will be considered in compliance with this requirement.

Each unit that is not a member of MA Responds must submit a copy of its written procedures to meet this requirement for credentialing volunteers no later than September 15, 2014, and submit a quarterly report to the State MRC Coordinator through the MRC contractor verifying that members' credentials are up to date on September 15, 2014, December 15, 2014, March 15, 2015, and June 30, 2015.

- (3) Maintain and revise as necessary a written plan documenting unit policies and procedures for recruiting, training, managing, deploying, and demobilizing MRC volunteers.
- (4) Coordinate outreach, recruitment, deployment and training across all MRC units within a regional coalition or region to ensure to the extent possible coverage of all communities within the region or coalition, and to minimize duplication of recruiting and services.
- (5) Collaborate with regional emergency preparedness coordinators, regional public health coalitions, regional hospital coordinators, hospitals, MA Responds representatives, and other planning and response partners to:
  - a) Identify gaps in volunteer needs and support local, regional, and statewide recruitment plans
  - b) Assist with coordination of volunteer activities and planning efforts, including participation in National Preparedness Month activities
  - c) Assure MRC volunteers are incorporated into local and regional public health and medical response protocols, plans, and coalitions as appropriate

- d) Develop a shared understanding of emergency volunteer activation and communication protocols, response roles, and capacity for response to ensure that volunteer resources are fully integrated.
- (6) Recruit, train, and retain members specifically to enhance public health preparedness activities related to Emergency Dispensing Site (EDS) operations and public health programs and emergencies.
    - a) Work with coalitions to assess staffing of EDS sites
    - b) Maintain records of completion of EDS-related trainings by MRC members
    - c) Maintain copies of training agendas and attendees to submit to OPEM through the MRC contractor as requested.
  - (7) Assist with the development and implementation of protocols that promote standardization across MRC units and are consistent with applicable federal and state guidelines. Such protocols may include but are not limited to:
    - a) Standard operating procedures for units
    - b) Deployment of volunteers during emergencies
    - c) Volunteer identification
    - d) Training requirements or recommendations
  - (8) Assist in the development, collection, and reporting of standardized data elements as described below:
    - a) In Quarters 1 and 2, OPEM, in consultation with the MRC Statewide Advisory Committee and MRC unit leaders, will identify a set of standard data elements to facilitate consistent reporting of across all MRC units of information such as volunteer hours, deployments (emergency and non-emergency), etc;
    - b) During Quarter 3, each MRC unit must develop procedures to ensure that it can collect and report the identified data elements; and
    - c) Each unit must submit a report containing the standard data elements to OPEM through the MRC contractor no later than June 30, 2015.
  - (9) Comply with the "Communications Protocol" (as currently written or later amended) to mobilize MRC volunteers across unit or regional boundaries if needed. When receiving a request for volunteers from MDPH, units should:
    - a) Indicate availability and willingness to respond
    - b) Provide requested information if able to respond
    - c) Reply to requests for documenting large-scale/regional event responses
  - (10) Comply with the "MDPH Process for Review of Applications for Federal Recognition of Massachusetts MRC Units", revised February 2011 (and as subsequently amended).
  - (11) Work cooperatively with the relevant MRC units, host agency(ies), regional coalition(s), involved communities, and OPEM to resolve any dispute or disagreement related to MRC activities.

- (12) Respond in a timely manner to requests for information made on behalf of the Statewide MRC Steering Committee.
- (13) Designate a representative to attend all regular scheduled regional and state MRC meetings, and attend regional coalition meetings to promote sharing of information.
- (14) Submit to OPEM through the MRC contractor on September 15, 2014, December 15, 2014, March 15, 2015, and June 30, 2015 quarterly progress reports pertaining to these deliverables and other activities on an online form provided by OPEM.
- (15) Cooperate with the Host Agency to ensure that all expenditures are made in compliance with these requirements, the MDPH "Regional Coalitions and Medical Reserve Corps Grants Management Manual (2014)", and all applicable procurement rules and requirements.
- (16) Provide to the Host Agency as requested detailed original receipts, budget requirements, spending forecasts, work plans and any other needed information in a timely manner.
- (17) Participate in at least one (1) regional MRC call down exercise to satisfy the PHEP-HPP Volunteer Management Performance Measure related to documentation of volunteer deployment. For this exercise, each unit must report back to MDPH: (a) the number of volunteers contacted, and (b) the number of volunteers who reported they would be able to respond/deploy within the stated time period. Regional call down exercises to satisfy this requirement will be organized by MDPH utilizing the MA Responds system. MDPH will provide a template to report data from drills (additional response data from actual deployments may be reported in addition to the regional exercise). *See HPP-PHEP Performance Measure for Volunteer Management [17]*

#### NONCOMPLIANCE WITH CONDITIONS OF FUNDING

Failure of an MRC unit to comply with these requirements and/or with fiscal guidelines issued by MDPH may necessitate repayment of funds received by the unit and/or affect eligibility for future funds, provided that MDPH shall provide 30 days advance written notice of noncompliance and a reasonable time, not to exceed 60 days, for the MRC unit to become compliant.

#### HOST AGENCY REQUIREMENTS

The Host Agency shall:

- (1) Provide administrative and logistical support to convene and collaborate with an MRC Advisory Group consisting of one representative of each federally recognized MRC unit in that Region to develop the annual budget and work plan, and discuss the regional MRC project objectives and the criteria for distribution of funds in that Region.

- (2) Submit to OPEM no later than September 15, 2014, a proposed budget, budget narrative, and detailed work plan developed with and endorsed by the MRC Advisory Group for the Region. The work plan shall describe in reasonable detail (a) the MRC projects to be undertaken over the course of the grant period, (b) how the proposed projects align with CDC Capability 15, Volunteer Management, and (c) the timeline for completion of the projects. The budget shall identify funding for each of the described projects and include a detailed plan for distribution of funds to eligible MRCs within the Region.
- (3) Provide administrative and logistical support to convene regular meetings with MRCs in the Region or regional coalition to assist with development of consistent policies for a regional response to public health emergencies.
- (4) Assure accurate record keeping and compliance with applicable federal and state laws and regulations, and with MDPH fiscal guidance, and provide all required reports to OPEM on a timely basis.
- (5) Notify OPEM of disagreements regarding MRC coverage or activities within the Region, and work within the Region and with the Department to resolve disagreements.
- (6) Working with the regional MRC Advisory Group, identify potential for regionalization of emergency preparedness activities and projects, and facilitate collaborative activities.
- (7) Facilitate bulk purchasing for all units.

A Host Agency may receive not more than 15% of the regional award amount necessary for documented administrative and fiscal support. For the purposes of these Guidelines, *administrative and fiscal support* is defined as those activities that are carried out by the Host Agency on behalf of MRC units, and includes but is not limited to such activities as budget preparation, fiscal monitoring, distribution of funding, convening regular meetings of the MRC Advisory Group, development of monthly progress reports to MDPH, and other activities carried out to directly support the activities of MRC units funded within the Region.

Failure of a Host Agency to document compliance with these requirements and fiscal guidelines issued by MDPH may necessitate repayment of funds received and/or result in ineligibility for future funds, provided that MDPH shall provide 30 days advance written notice of noncompliance and reasonable time for the host agency to become compliant.

### MRC ADVISORY GROUPS

Each Region shall establish a MRC Advisory Group (Advisory Group) which shall consist of one representative from each federally recognized MRC in the Region. The Advisory Group, with support from the host agency, will develop the budget and work plan for MRC funding in accordance with these Guidelines, including facilitating development of regional and collaborative emergency preparedness activities among units in the region. The Work Plan and

budget shall be shared with the Region. The Advisory Group shall be convened regularly by the host agency to discuss regional projects, review progress on Work Plan activities and budget expenditures, and identify and address issues or concerns about MRC activities in the Region.

Approximately \$109,857 will be distributed to each host agency to support MRC activities within the Region. The host agency will be responsible for distributing this MRC funding in accordance with the work plan and budget developed by the Region's MRC Advisory Group.

DRAFT



## CAPABILITY 15: Volunteer Management



**Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers<sup>322</sup> to support the jurisdictional public health agency's response to incidents of public health significance.**

The capability consists of the ability to perform the following functions:

- Function 1: Coordinate volunteers
- Function 2: Notify volunteers
- Function 3: Organize, assemble, and dispatch volunteers
- Function 4: Demobilize volunteers

### Function 1: Coordinate volunteers

Recruit, identify, and train volunteers who can support the public health agency's response to an incident. Volunteers identified prior to an incident must be registered with the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Medical Reserve Corps, or other pre-identified partner groups (e.g., Red Cross or Community Emergency Response Teams).

#### Tasks

The function consists of the ability to perform the following tasks:

- Task 1: Prior to an incident, identify the types and numbers of volunteers most likely to be needed in a public health agency's response based on the jurisdictional community risk assessment. (For additional or supporting detail, see Capability 1: Community Preparedness)
- Task 2: Prior to an incident, coordinate with existing volunteer programs (e.g., ESAR-VHP, Medical Reserve Corps) and partner organizations to support the pre-incident recruitment of volunteers that may be needed in a public health agency's response.
- Task 3: Prior to an incident, assure pre-incident screening and verification of volunteers' credentials through jurisdictional ESAR-VHP and Medical Reserve Corps.
- Task 4: Prior to an incident and as necessary at the time of an incident, support provision of initial and ongoing emergency response training for registered volunteers. Training should be supported in partnership with jurisdictional Medical Reserve Corps unit(s) and other partner groups.

#### Performance Measure(s)

At present there are no CDC-defined performance measures for this function.

#### Resource Elements

Note: Jurisdictions must have or have access to the resource elements designated as Priority.

PLANNING (P)

**P1: (Priority)** Written plans should address anticipated volunteer needs in response to incidents or situations identified in the jurisdictional risk assessment including the following elements:<sup>323</sup>

- Identification of functional roles
- Skills, knowledge, or abilities needed for each volunteer task or role
- Description of when the volunteer actions will happen
- Identification of jurisdictional authorities that govern volunteer liability issues and scope of practice

**P2: (Priority)** Written plans should include memoranda of understanding or other letters of agreement with jurisdictional volunteer sources. Suggested partners include but are not limited to the following groups:<sup>324,325</sup>

- Professional medical organizations (e.g., nursing and allied health)
- Professional guilds (e.g., behavioral health)
- Academic institutions



## CAPABILITY 15: Volunteer Management

### Function 1: Coordinate volunteers

#### Resource Elements (continued)

PLANNING (P)

- Faith-based organizations
- Voluntary Organizations Active in Disasters
- Medical Reserve Corps
- Non-profit, private, and community-based volunteer groups

Partnership agreements should include plans for the following:

- Partner organizations' promotion of public health volunteer opportunities
- Referral of all volunteers to register with jurisdictional Medical Reserve Corps and/or ESAR-VHP
- Policies for protection of volunteer information, including destruction of information when it is no longer needed (e.g., Red Cross, Community Emergency Response Teams, and member organizations of the National and State Voluntary Organizations Active in Disasters)
- Liability protection for volunteers
- Efforts to continually engage volunteers through routine community health activities
- Documentation of the volunteers' affiliations (e.g., employers and volunteer organizations) at local, state, and federal levels (to assist in minimizing "double counting" of prospective volunteers), and provision for registered volunteer identification cards denoting volunteers' area of expertise

P3: Written plans should include a process to assure that professional volunteer diplomas, licenses, certifications, credentials and registrations are verified in accordance with state laws (e.g., using the state's ESAR-VHP).

P4: Written plans should include a process and protocol to address eligibility of volunteers based on pre-existing health conditions or background screening (either conducted by health department or in conjunction with other partner agency) to determine if prospective volunteers have any history that would preclude them from doing a certain type of volunteer activity (e.g., previous convictions, sexual offender registry, or licensing issues).

S1: Documentation (either through a training curriculum or other vehicle) that volunteer training has occurred (either delivered by the jurisdictional health department or leveraging programs by/in conjunction with other partners including healthcare facilities and Preparedness and Emergency Response Learning Centers) to ensure that volunteers receive the jurisdiction-defined training for their assigned responsibilities.

Recommended components of jurisdictional training curriculum include the following:

- Psychological first aid and self care  
Suggested resources
  - After an Earthquake: Mental Health Information for Professionals  
[http://emergency.cdc.gov/disasters/earthquakes/mentalhealth\\_docs.asp](http://emergency.cdc.gov/disasters/earthquakes/mentalhealth_docs.asp)
  - Psychological First Aid in Radiation Disasters:  
[http://www2a.cdc.gov/TCEOnline/registration/detailpage.asp?res\\_id=2490](http://www2a.cdc.gov/TCEOnline/registration/detailpage.asp?res_id=2490)
- Cultural competency component that reflects the jurisdictional demographics
- Training to address the functional needs of persons who may be considered in the at-risk population<sup>24</sup> during a disaster response
- Medical Reserve Corps Core Competencies  
[http://www.medicalreserv Corps.gov/File/MRC%20TRAIN/Core%20Competency%20Resources/Core\\_Competeries\\_Matrix\\_April\\_2007.pdf](http://www.medicalreserv Corps.gov/File/MRC%20TRAIN/Core%20Competency%20Resources/Core_Competeries_Matrix_April_2007.pdf)
- HazMat Awareness trainings
- Basic disaster life support (American Medical Association's National Disaster Life Support Program)
- Advanced disaster life support (American Medical Association's National Disaster Life Support Program)
- Cardiopulmonary resuscitation (CPR)
- Basic first aid skills
- Basic triage skills
- MRC-TRAIN: If jurisdiction participates in TRAIN program  
(<http://www.medicalreserv Corps.gov/TRAINResources>)
- Other online courses as identified by the jurisdiction
- U.S. Department of Health and Human Services' training offerings (e.g., Integrated Training Summit at <http://www.integratedtrainingsummit.org/>)

SKILLS AND TRAINING (S)

**CAPABILITY 15: Volunteer Management**

**Function 1: Coordinate volunteers**

**Resource Elements (continued)**

SKILLS AND TRAINING (S)

**S2:** Training for staff involved in personnel management

**Suggested resource**

- Federal Emergency Management Agency (FEMA), Developing and Managing Volunteers (FEMA, IS-244): <http://training.fema.gov/EMIWEB/IS244.asp>.

**S3:** Prospective volunteers should be offered the following National Incident Management System (NIMS) training:

- Introduction to Incident Command System (ICS-100) and NIMS, An Introduction (IS-700.a) for all volunteers
- ICS for Single Resources and Initial Action Incidents (IS-200.b), Incident Command System (ICS-300) and Advanced ICS Command and General Staff (ICS-400) for volunteer leaders that will hold key leadership positions.
- NIMS website for courses: <http://training.fema.gov/IS/NIMS.asp>

EQUIPMENT AND TECHNOLOGY (E)

**E1:** Have or have access to a system, be it electronic or manual, which is able to report the number of registered volunteers by profession and/or skill level.

**Function 2: Notify volunteers**

At the time of an incident, utilize redundant communication systems where available (e.g., reverse 911 or text messaging) to request that prospective volunteers participate in the public health agency's response.

**Tasks**

The function consists of the ability to perform the following tasks:

- Task 1:** At the time of an incident, identify the desired skills and quantity of volunteers needed for the incident from the pre-incident volunteer registration.
- Task 2:** At the time of an incident, contact pre-incident registered volunteers using multiple modes of communication. (For additional or supporting detail, see Capability 4: Emergency Public Information and Warning and Capability 6: Information Sharing)
- Task 3:** At the time of an incident, notify volunteers who are able and willing to respond of where and how to report.
- Task 4:** At the time of an incident, coordinate with partner agencies to confirm credentials of responding volunteers. (For additional or supporting detail, see Capability 6: Information Sharing)
- Task 5:** At the time of an incident, notify partner agencies of any need for additional volunteers. (For additional or supporting detail, see Capability 4: Emergency Public Information and Warning and Capability 6: Information Sharing)

**Performance Measure(s)**

At present there are no CDC-defined performance measures for this function.



## CAPABILITY 15: Volunteer Management

### Function 2: Notify volunteers

#### Resource Elements

Note: Jurisdictions must have or have access to the resource elements designated as Priority.

PLANNING (P)

P1: Written plans should include a template for describing incident conditions to potential volunteers (pre-deployment briefing) including the following elements:<sup>232,233,235</sup>

- Potential nature of the work site
- Potential personal security issues
- Potential health safety issues
- Local weather
- Living/work conditions
- Required immunizations or prophylaxis, and the type of identification to bring with them when they report.

P2: Written plans should include a process for how the health agency or applicable lead jurisdictional agency will contact registered volunteers, identifying those willing and able to respond, and notifying them of where to report (i.e., identified staging area/reception center). (For additional or supporting detail, see Capability 3: Emergency Operations Coordination, Capability 4: Emergency Public Information and Warning, and Capability 6: Information Sharing)

P3: Written plans should include a process to confirm credentials of responding volunteers through jurisdiction's ESAR-VHP or Medical Reserve Corps. (For additional or supporting detail, see Capability 6: Information Sharing)

P4: Written plans should include definition of the volunteer management roles and responsibilities of public health department staff members.

EQUIPMENT AND TECHNOLOGY (E)

E1: Have or have access to communications equipment for health department staff to contact volunteer organizations.

- Suggested equipment includes, but is not limited to phones, computers, ham radios, and/or hand radios. (For additional or supporting detail, see Capability 6: Information Sharing)

### Function 3: Organize, assemble, and dispatch volunteers

Coordinate the assignment of public health agency volunteers to public health, medical, mental/behavioral health,<sup>236</sup> and non-specialized tasks as directed by the incident, including the integration of interjurisdictional (e.g., cross-border or federal) volunteer response teams into the jurisdictional public health agency's response efforts.

#### Tasks

This function consists of the ability to perform the following tasks:

Task 1: If the incident differs from or exceeds the public health agency's pre-incident-defined volunteer plans, identify additional volunteers that have the necessary credentials and skills.

Task 2: Assure deployment briefing of public health volunteers, including safety and incident-specific training.



## CAPABILITY 15: Volunteer Management

### Function 3: Organize, assemble, and dispatch volunteers

#### Tasks (continued)

**Task 3:** Assure tracking and rotation of volunteers as indicated by the incident and by relevant job function.

**Task 4:** Manage spontaneous volunteers who may request to support the public health agency's response, either through incorporating them into the response or by triaging them to other potential volunteer resources.

**Task 5:** Coordinate state and jurisdictional response roles for federal public health staff deployed to the jurisdiction.

#### Performance Measure(s)

At present there are no CDC-defined performance measures for this function.

#### Resource Elements

*Note: Jurisdictions must have or have access to the resource elements designated as Priority.*

PLANNING (P)

**P1: (Priority)** Written plans should include a template for briefing volunteers of current incident conditions, including the following elements:

- Instructions on the current status of the emergency
- Volunteers' role (including how the volunteer is to operate within incident management)
- Just-in-time training
- Safety instructions
- Any applicable liability issues related to the incident and the volunteers' roles, psychological first aid, and/or volunteer stress management

**P2: (Priority)** Written plans should include a process to manage spontaneous volunteers. The process should include, at a minimum, the following elements:

- Process to communicate to the public whether spontaneous volunteers should report, and, if so, where and to whom
- Method to inform spontaneous volunteers how to register for use in future emergency responses
- Method to refer spontaneous volunteers to other organization (e.g., non-profit or Medical Reserve Corps)

*(For additional or supporting detail, see Capability 4: Emergency Public Information and Warning)*

If spontaneous volunteers will be integrated into a response, the process should include the identification of duties spontaneous volunteers can perform.

#### Suggested resources

- Managing Spontaneous Volunteers in Times of Disaster: The Synergy of Structure and Good Intentions: [http://www.nvoad.org/index.php?id\\_cat\\_view/46-volunteer-management.html](http://www.nvoad.org/index.php?id_cat_view/46-volunteer-management.html)
- CDC and Association of State and Territorial Health Officials, At-Risk Populations and Pandemic Influenza: Planning Guidance for State, Territorial, Tribal, and Local Health Departments: <http://www.astho.org/Display/AssetDisplay.aspx?id=401>

**P3:** Written plans should include a process for how the public health agency will coordinate with emergency management or other jurisdictional lead agency to assure support (e.g., housing, feeding and mental/behavioral health needs) for public health volunteers.<sup>201</sup> *(For additional or supporting detail, see Capability 6: Information Sharing)*

**P4:** Written plans should include a process for assigning volunteers to response agencies.

**P5:** Written plans should include a process for coordinating with volunteer health professional entities and staff from various levels (e.g., local, state, federal), including but not limited to Medical Reserve Corps, ESAR-VHP and the National Disaster Medical System.

#### Suggested resource

- Medical Surge Capacity and Capability Handbook: <http://www.phe.gov/preparedness/planning/macc/handbook/pages/default.aspx>



## CAPABILITY 15: Volunteer Management

### Function 3: Organize, assemble, and dispatch volunteers

#### Resource Elements (continued)

PLANNING (P)

**P6:** Written plans should include a request protocol for state and local health departments that should contain, at a minimum, protocols for the following elements:

- Local/ state health department requests for interjurisdictional volunteer assets
- Local health department escalation requests for federal public health assets through the state. The request from local to state should include a clear statement of the role of the requested asset.
- State health department escalation requests for federal public health assets. The request should include a clear statement of the role of the requested asset.
- State health departments to communicate information received from/about federal response teams to local health departments
- Communication between state and local health departments about volunteer needs and assignments during an incident

*(For additional or supporting detail, see Capability 6: Information Sharing)*

**P7:** Written plans should include procedures for coordinating support services for responding federal medical stations. States should work with their U. S. Department of Health and Human Services Regional Emergency Coordinator to develop support service plans, to include at a minimum the disposal of biohazard medical waste.

EQUIPMENT AND TECHNOLOGY (E)

**E1:** Have or have access to a manual or electronic system for tracking volunteer assignment, to include maintenance of a history of volunteer deployments/volunteer activity in incident responses.

**Suggested resource**

- Emergency System for the Advance Registration of Volunteer Health Professionals: [www.phe.gov/esarvhp](http://www.phe.gov/esarvhp)

### Function 4: Demobilize volunteers

Release volunteers based on evolving incident requirements or incident-action plan and coordinate with partner agencies to assure provision of any medical and mental/behavioral health support needed for volunteers to return to pre-incident status.

#### Tasks

This function consists of the ability to perform the following tasks:

**Task 1:** Track (record or document) the demobilization of volunteers.

**Task 2:** Assure coordination of out-processing<sup>132</sup> of volunteers.

**Task 3:** Coordinate with jurisdictional authorities and partner groups to identify community resources that can support volunteer post-deployment medical screening, stress, and well-being assessment and, when requested or indicated, referral to medical and mental/behavioral health services. *(For additional or supporting detail, see Capability 2: Community Recovery and Capability 14: Responder Safety and Health)*

#### Performance Measure(s)

At present there are no CDC-defined performance measures for this function.

U.S. Department of Health and Human Services  
Centers for Disease Control and Prevention

Public Health Preparedness Capabilities: | 138  
National Standards for State and Local Planning



## CAPABILITY 15: Volunteer Management

### Function 4: Demobilize volunteers

#### Resource Elements

Note: Jurisdictions must have or have access to the resource elements designated as Priority.

PLANNING (P)

**P1: (Priority)** Written plans should include a process for releasing volunteers, to be used when the public health department has the lead role in volunteer coordination. The process should include steps to accomplish the following:

- Demobilize volunteers in accordance with the incident action plan
- Assure all assigned activities are completed, and/or replacement volunteers are informed of the activities' status
- Determine whether additional volunteer assistance is needed from the volunteer
- Assure all equipment is returned by volunteer
- Confirm the volunteer's follow-up contact information

(For additional or supporting detail, see Capability 4: Emergency Operations Coordination)

**P2: (Priority)** Written plans should include a protocol for conducting exit screening during out-processing, to include documentation of the following:

- Any injuries and illnesses acquired during the response
- Mental/behavioral health needs due to participation in the response
- When requested or indicated, referral of volunteer to medical and mental/behavioral health services

#### Suggested resource

- Information on post-incident environmental or occupational exposure monitoring: National Institute of Occupational Safety and Health website <http://www.cdc.gov/niosh/>

(For additional or supporting detail, see Capability 14: Responder Safety and Health)

**Leahy, John J. (DPH)**

---

**From:** Trout, David (DPH)  
**Sent:** Friday, June 27, 2014 1:29 PM  
**To:** Leahy, John J. (DPH)  
**Cc:** Sandy Collins (scollins@westfordma.gov)  
**Subject:** Region 3 MRC BP3 Budget  
**Attachments:** Region 3 MRC BP3 Budget.pdf; Region 3 MRC BP3 Budget.xls

Hi John,

Attached, please find a signed budget for the Region 3 Medical Reserve Corps allocation for BP3; I have reviewed this to the best of my ability, and based on deliverable and program knowledge this seems like a good budget. I have also attached the Excel Spreadsheet version of it, and you will receive my original signed budget sheet in the mail with the other Region 3 Public Health Coalition's PHEP BP3 Budgets.

The issue with the budget shortchange was that a quantity wasn't entered for Mystic Valley MRC's \$13,339.78 distribution; given that the Capability 15 worksheet relied on formulas to figure a total amount for each line item, the total for this MRC was effectively zero times \$13,339.78 = 0. That is why the budget shortchange was this amount exactly.

This copy will replace the Region 3 MRC BP3 Budget previously signed and submitted on 6.19.14 and earlier today on 6.27.14.

Sincerely,

David

## PIIEP BP3 Budget

July 1, 2014 - June 30, 2015

Coalition: Region 3

Host Agent: Westford

Capability	Capability	Narrative	Budgeted Amount
1	Community Preparedness		\$0.00
2	Community Recovery		\$0.00
3	Emergency Operations Coordination		\$0.00
4	Emergency Public Information and Warning		\$0.00
5	Fatality Management		\$0.00
6	Information Sharing		\$0.00
7	Mass Care		\$0.00
8	Medical Countermeasure Dispensing		\$0.00
9	Medical Material Management and Distribution		\$0.00
10	Medical Surge		\$0.00
11	Non-Pharmaceutical Interventions		\$0.00
12	Public Health Laboratory Testing		\$0.00
13	Public Health Surveillance and Epidemiological Investigation		\$0.00
14	Responder Safety and Health		\$0.00

## MRC BP3 Budget

July 1, 2014 - June 30, 2015

Coalition: Region 3  
Host Agent: Westford, MA

<b>Capability</b>	<b>Capability</b>	<b>Narrative</b>	<b>Budgeted Amount</b>
1	Community Preparedness		\$0.00
2	Community Recovery		\$0.00
3	Emergency Operations Coordination		\$0.00
4	Emergency Public Information and Warning		\$0.00
5	Fatality Management		\$0.00
6	Information Sharing		\$0.00
7	Mass Care		\$0.00
8	Medical Countermeasure Dispensing		\$0.00
9	Medical Material Management and Distribution		\$0.00
10	Medical Surge		\$0.00
11	Non-Pharmaceutical Interventions		\$0.00
12	Public Health Laboratory Testing		\$0.00
13	Public Health Surveillance and Epidemiological Investigation		\$0.00
14	Responder Safety and Health		\$0.00

## MRC BP3 Budget

July 1, 2014 - June 30, 2015

Coalition: Region 3  
 Host Agent: Westford, MA

Capability	Capability	Narrative	Budgeted Amount
15	Volunteer Management	Funding will be spent by allocating equal distributions of 13,339.78 to each of the 7 MRC units in region 3 to work on volunteer recruitment/credentialing/training/placement and retention and the strengthening of emergency response in collaboration with local coalitions, state and healthcare partners.	\$93,378.46
	Other (Indirect, Program Management)	Administration of grant	\$16,478.55

**Total Budget: \$109,857.01**

Submitted by Host Agent Designee: Sandy Collins  
 Date: 6/25/2014

Approved by Coalition Designee: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved Regional Coordinator: [Signature]  
 Date: 6/27/14

Approved OPEM Central Office: [Signature]  
 Date: 6/27/14

MRC

### PHEP 3 Budget

July 1, 2014 - June 30, 2015

Coalition: 3C

Host Agent: Wesiford

Capability	Capability	Narrative	Budgeted Amount
	Other (Indirect, Program Management)		\$16,478.55

Total Budget:

\$109,857.01

Submitted by Host Agent Designee: Linda J. Collins  
Date: 6/9/14

Approved by Coalition Designee: Robert J. Day ✓  
Date: 6/9/14

Approved Regional Coordinator: [Signature] ✓  
Date: 6/18/14

Approved OPEM Central Office: \_\_\_\_\_  
Date: \_\_\_\_\_





**CITY OF GLOUCESTER**

**ACCOUNT BUDGET**

**DEPARTMENT NAME:** Health (Public Health Emergency Preparedness)

**ACCOUNT NAME:** MEDICAL RESERVES CORP

**FUND NUMBER AND NAME:** (N/A FOR NEW FUND 291121 MRC Emerg. Prep)

**CFDA # (Required for Federal Grants):** 93.008 (Per Agreement)

**DATE PREPARED:** 8/1/2014

**APPROVED  
AMENDED BUDGET**

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
<b>REVENUE</b>				
46800	\$13,340.00			\$13,340.00
				\$0.00
				\$0.00
<b>Total:</b>	<b>\$13,340.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$13,340.00</b>
<b>EXPENSE (52000)</b>				
51000	\$12,900.00			\$12,900.00
51840	\$440.00			\$440.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Total:</b>	<b>\$13,340.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$13,340.00</b>

DEPARTMENT HEAD SIGNATURE

*Handwritten Signature: (A) Becker*

DATE ENTERED (AUDIT) \_\_\_\_\_

AUDITING DEPARTMENT INITIALS \_\_\_\_\_



Nineteen Harbor Loop  
Gloucester, MA 01930

TEL 978-282-3012  
FAX 978-281-4188  
jcaulkett@gloucester-ma.gov

**CITY OF GLOUCESTER**  
HARBORMASTER'S OFFICE

**Memorandum**

From: Jim Caulkett, Harbormaster   
To: Mayor Carolyn Kirk  
Date: July 23, 2014  
Subject: Dun Fudgin Security Lighting Grant

Mayor Kirk,

In your next Mayor's Report to Council will you include the attached grant/contract from the Department of Conservation and Recreation for funds to install Security Lighting at Dun Fudgin Boat Ramp for Council approval.

If you have any questions please feel free to contact me.

Respectfully



June 2, 2014

James Caulkett Jr.  
Harbormaster  
19 Harbor Loop  
Gloucester, MA 01930

RE: P14-2883-G26 (3973) Annisquam River Boat Ramp Lighting.

Dear Mr. Caulkett:

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 Seaport Council voted \$24,750.00 for the Lighting of Boat ramp Annisquam River.

Once the agreement has been executed, the City of Gloucester may request the full amount up front in FY14. 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.**

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,

A handwritten signature in cursive script, appearing to read "Michael Driscoll".

Michael Driscoll  
Grant Compliance Officer

Enclosures

CC: Louis Elisa, Seaport Council



City of Gloucester  
Grant Application and Check List

Granting Authority: State  Federal \_\_\_\_\_ Other \_\_\_\_\_

Name of Grant: DCR Annisquam River Boat Ramp Lighting Grant

Department Applying for Grant: HARBORMASTER OFFICE

Agency-Federal or State application is requested from: MASS DEPT. CONSERVATION & RECREATION

Object of the application: DUNFORDIN SECURITY LIGHTING \$24,150.00

Any match requirements: NONE

Mayor's approval to proceed: [Signature] 8/3/14  
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



# 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](http://www.mass.gov/osc) under Guidance For Vendors - Forms or [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> City of Gloucester (and d/b/a): Community Development Office		<b>COMMONWEALTH DEPARTMENT NAME:</b> DCR Division of Waterways <b>MMARS Department Code:</b>	
<b>Legal Address:</b> (W-9, W-4,T&C): 19 Harbor Loop, Gloucester MA 01930		<b>Business Mailing Address:</b> 30 Shipyard Drive, Suite 200 Hingham MA 02043	
<b>Contract Manager:</b> James W. Caulkett Jr.		<b>Billing Address (if different):</b>	
<b>E-Mail Address:</b> <a href="mailto:jcaulkett@gloucester-ma.gov">jcaulkett@gloucester-ma.gov</a>		<b>Contract Manager:</b> Michael Driscoll CE IV	
<b>Phone:</b> 978-282-3012	<b>Fax:</b> 978-281-4188	<b>E-Mail Address:</b> <a href="mailto:Michael.driscoll@state.ma.us">Michael.driscoll@state.ma.us</a>	<b>E-Mail Address 2:</b>
<b>Contractor Vendor Code:</b>		<b>Phone:</b> 781-740-1600 x107	<b>Fax:</b> 617-727-2950
<b>Payment Address Code:</b> (e.g. 'AD001') AD0		<b>MMARS Doc ID(s):</b>	
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)		<b>RFR/Procurement or Other ID Number:</b>	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <u>Employment Status Form</u> , scope, budget) <input checked="" type="checkbox"/> <b>Legislative/Legal Exemption or Other:</b> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: ____ Enter Amendment Amount: \$ ____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal Exemption or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> 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			
<b>COMPENSATION:</b> (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"/> <b>Rate Contract</b> (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"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$24,750.00			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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 Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:</b> (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-G26 (3973) : Funding for FY2014 project in designated municipalities, towns, and cities as per Ch. 312 A2008 ("environmental bond bill") s. 2A, item 1100-2500, as approved by Seaport Advisory Council. Seaport Councils adjustments for projects that had funds FY14.. Seaport Advisory Council Meeting Minutes , Cottage Park Yacht Club, Winthrop March, 1 2005 where the following project was voted and Seaport Council is awarding the money in FY14. Gloucester Annisquam Canal Commercial Boat Ramp Completion, \$24,750.00 As the front door to Gloucester Harbor, the Annisquam Canal provides a major waterway for commercial and recreational boaters. This project proposes to provide lighting at the Annisquam Canal commercial boat ramp to support the needs of fishing vessel traffic.			
<b>ANTICIPATED START DATE:</b> (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 subject to any required approvals) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ____ 2. may be incurred as of ____ 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ____ 3. were incurred as of ____ 20____, a date <u>PRIOR</u> 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.			
<b>CONTRACT END DATE:</b> 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.			
<b>CERTIFICATIONS:</b> 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.			
<b>AUTHORIZING SIGNATORY FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATORY FOR THE COMMONWEALTH:</b>	
X: _____ Date: _____ (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>	

**COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM**



# 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 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 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 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 acceptable. 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 1417; 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 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, 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 15<sup>th</sup> 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](http://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.

# 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](http://www.mass.gov/osc) under Guidance For Vendors - Forms or [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> City of Gloucester (and d/b/a): Community Development Office		<b>COMMONWEALTH DEPARTMENT NAME:</b> DCR Division of Waterways <b>MMARS Department Code:</b>	
<b>Legal Address:</b> (W-9, W-4, T&C): 19 Harbor Loop, Gloucester MA 01930		<b>Business Mailing Address:</b> 30 Shipyard Drive, Suite 200 Hingham MA 02043	
<b>Contract Manager:</b> James W. Caulkett Jr.		<b>Billing Address (if different):</b>	
<b>E-Mail Address:</b> <a href="mailto:jcaulkett@gloucester-ma.gov">jcaulkett@gloucester-ma.gov</a>		<b>Contract Manager:</b> Michael Driscoll CE IV	
<b>Phone:</b> 978-282-3012	<b>Fax:</b> 978-281-4188	<b>E-Mail Address:</b> <a href="mailto:Michael.Driscoll@state.ma.us">Michael.Driscoll@state.ma.us</a>	<b>E-Mail Address 2:</b>
<b>Contractor Vendor Code:</b> <b>Payment Address Code:</b> (e.g. "AD001") AD0 ____ Is this Payment Address Code set up for EFT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. (If "No" the Contractor must attach <u>EFT paperwork</u> )		<b>Phone:</b> 781-740-1600 x107 <b>Fax:</b> 617-727-2950	
		<b>MMARS Doc ID(s):</b> <b>RFR/Procurement or Other ID Number:</b>	

<p style="text-align: center;"><input checked="" type="checkbox"/> <b>NEW CONTRACT</b></p> <p><b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only)</p> <p><input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input checked="" type="checkbox"/> <u>Legislative/Legal Exemption or Other:</u> (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;"><input type="checkbox"/> <b>CONTRACT AMENDMENT</b></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: ____</p> <p>Enter Amendment Amount: \$ ____ (or "no change")</p> <p><b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal Exemption or Other:</u> (Attach authorizing language/justification and updated scope and budget)</p>
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The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.  
 Commonwealth Terms and Conditions  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.  
 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.)  
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended), \$24,750.00

**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 Prompt Pay Discounts Policy.)

**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-G26 (3973) : Funding for FY2014 project in designated municipalities, towns, and cities as per Ch. 312 A2008 ("environmental bond bill") s. 2A, item 1100-2500, as approved by Seaport Advisory Council. Seaport Councils adjustments for projects that had funds FY14.. Seaport Advisory Council Meeting Minutes , Cottage Park Yacht Club, Wintrop March, 1 2005 where the following project was voted and Seaport Council is awarding the money in FY14. Gloucester Annisquam Canal Commercial Boat Ramp Completion, \$24,750.00 As the front door to Gloucester Harbor, the Annisquam Canal provides a major waterway for commercial and recreational boaters. This project proposes to provide lighting at the Annisquam Canal commercial boat ramp to support the needs of fishing vessel traffic.*

**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 Effective Date (latest signature date below subject to any required approvals) and no obligations have been incurred prior to the Effective Date.
2. may be incurred as of \_\_\_\_, 20\_\_, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
3. were incurred as of \_\_\_\_, 20\_\_, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date 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 June 30, 2014, 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 Contractor Certifications (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 Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, 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 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.

**AUTHORIZING SIGNATORY FOR THE CONTRACTOR:**

X: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Carolyn A. Kirk  
 Print Title: City of Gloucester

**AUTHORIZING SIGNATORY FOR THE COMMONWEALTH:**

X: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: John P. Murray  
 Print Title: Commissioner DCR



# 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 1099 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 user Contract, identify multi-Department use 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

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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

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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 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, 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 15<sup>th</sup> 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.com-mass.com](http://www.com-mass.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,

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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.



Nineteen Harbor Loop  
Gloucester, MA 01930

TEL 978-282-3012

FAX 978-281-4188

[jcaulkett@gloucester-ma.gov](mailto:jcaulkett@gloucester-ma.gov)

**CITY OF GLOUCESTER**  
HARBORMASTER'S OFFICE

**Memorandum**

From: Jim Caulkett, Harbormaster  
To: Mayor Carolyn Kirk  
Date: July 23, 2014  
Subject: Clean Vessel Act Grant

C

Mayor Kirk,

In your next Mayor's Report to Council will you include the attached Clean Vessel Act Grant contract for Council approval.

If you have any questions please feel free to contact me.

Respectfully



City of Gloucester  
Grant Application and Check List

Granting Authority: State \_\_\_\_\_ Federal X Other \_\_\_\_\_

Name of Grant: Clean Vessel Act

Department Applying for Grant: MARBORMASTER'S OFFICE

Agency-Federal or State application is requested from: MASS. DIVISION OF MARINE FISHERIES

Object of the application: PUMP OUT GRANT - \$9500.00

Any match requirements: NONE

Mayor's approval to proceed: [Signature] 8/3/14  
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

ACCOUNT BUDGET

DEPARTMENT NAME: HARBORMASTER  
 ACCOUNT NAME: CLEAN VESSEL ACT  
 FUND NUMBER AND NAME: (N/A FOR NEW FUND) 291006 02 FUND FOR REIMBURSEMENT  
 CFDA # (Required for Federal Grants): 15.616  
 DATE PREPARED: 7/25/2014

APPROVED  
 AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4 _____)				
46800	9,500.00			\$0.00
				\$0.00
				\$0.00
Total:	9,500.00	\$0.00	\$0.00	\$0.00
EXPENSE (5 _____)				
51000	8,000.00			\$0.00
52000	1,500.00			\$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 *[Signature]*  
 DATE ENTERED (AUDIT) \_\_\_\_\_ AUDITING DEPARTMENT INITIALS \_\_\_\_\_

# 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](http://www.mass.gov/osc) under Guidance For Vendors - Forms or [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> Gloucester (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Dept of Fish & Game, Div Marine Fisheries <b>MMARS Department Code:</b> FWE	
<b>Legal Address: (W-9, W-4,T&amp;C):</b> 19 Harbor Loop, Gloucester, MA 01930		<b>Business Mailing Address:</b> 251 Causeway Street, Suite 400, Boston, MA 02114	
<b>Contract Manager:</b> James W. Calkett Jr.		<b>Billing Address (if different):</b> 30 Emerson Ave, Gloucester MA 01930	
<b>E-Mail:</b> <a href="mailto:jcaulkett@gloucester-ma.gov">jcaulkett@gloucester-ma.gov</a>		<b>Contract Manager:</b> Cecil French	
<b>Phone:</b> 978-262-3012	<b>Fax:</b> 978-261-4188	<b>E-Mail:</b> <a href="mailto:Cecil.french@state.ma.us">Cecil.french@state.ma.us</a>	
<b>Contractor Vendor Code:</b> VC 6000 192096		<b>Phone:</b> 978 262 0308 ext 119	<b>Fax:</b> 617 727 3337
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD _____ (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CITYOFGLOUCESTER2015	
<b>X NEW CONTRACT</b>		<b>___ CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) ___ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ___ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) X <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ___ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ___ <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) ___ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____ 20____ Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) ___ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ___ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ___ <u>Contract Employee</u> (Attach any updates to scope or budget) ___ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. X Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (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. ___ <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) X <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$9,500.00			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:</b> (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.) Provision of services pursuant to the Clean Vessel Act. "See Attached"			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: X 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 2. may be incurred as of _____, 20____, a date LATER than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2015</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.			
<b>CERTIFICATIONS:</b> 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.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
X: _____ Date: _____ (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>Kevin Creighton</u>	
Print Name: _____	Print Title: _____	Print Title: <u>Chief Fiscal Officer</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 10991 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 COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

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

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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. 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 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 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 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.

## 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.

**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

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



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 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, 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 15<sup>th</sup> 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 USC 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 COMMBUYS subscription process at: www.commbuys.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

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



"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.

**ATTACHMENT A  
Segment V-14-D-1  
(20)  
Scope of Services**

**Gloucester**

In consideration of a Clean Vessel Act grant by the Commonwealth of Massachusetts Division of Marine Fisheries, hereinafter called the Division, in the amount of nine thousand five hundred (\$9,500.00) dollars, the City of Gloucester, hereinafter called the City, shall service the resident and transient boaters of Gloucester and environs by providing a program to collect and legally dispose of sewage from vessel holding tanks and portable toilets. In order to provide said program the city shall acquire and/or operate and maintain the following equipment:

**Section 1**

- A. Appended to this document and identified as Addendum A is a list of equipment acquired by the City, which shall be incorporated by reference herein.
- B. Such sewer connection materials transfer stations fittings etc. as are necessary to make the equipment identified in Addendum A operational.
- C. Miscellaneous safety equipment and gear as is necessary for the safe operation of the pumpout equipment.
- D. Such supplies including, but not limited to, fuel and oil as are necessary to operate and maintain the equipment identified above.
- E. Replacement or repair of motors and equipment including new outboard engines for pumpout boats if necessary to continue pumpout operations.

**Section 2**

The City shall be responsible for providing the personnel necessary to operate and maintain the pumpout equipment identified in Section 1 above.

**Section 3**

The City agrees that the use of the equipment funded under this contract and the pumpout services provided by the employees funded under this contract shall be at no cost to the boater (i.e. no per-pumpout fee). Pumpout services shall be available to the boater during reasonable business hours in the boating season. The City further agrees that the equipment funded under this contract will remain in use and be

only after written approval by the Division.

**Section 10**

**This contract shall be annually renewable on July 1 at the option of the Clean Vessel Act grant administrators of the Commonwealth of Massachusetts for the duration of the Federal Clean Vessel Act Grant.**

(25%) percent of the cost of the personnel identified in Section 2 of Attachment A. Payments to reimburse City employees for operating pumpout equipment cannot exceed \$12 per hour, regardless of the employee's actual salary, but can be less if the employee is paid less than \$16 per hour.

The Commonwealth shall pay the City the reasonable and necessary fringe and indirect costs for those City employees hired pursuant to Section 2 of Attachment A in an amount computed in the following manner:

Indirect costs: Payment of not more than ten percent (10%) times the salaries paid to the City personnel necessary to operate and maintain the pumpout equipment identified in Section 1 of Attachment A.

Fringe costs. An amount equal to the amount paid by the City for health insurance and retirement for the City personnel necessary to operate and maintain the pumpout equipment identified in Section 1 of Attachment A.

No fringe or indirect costs shall be paid by the Commonwealth for employees hired by a collaborator.

#### Section 5

The Commonwealth shall reimburse the City for items of equipment owned by the City or its collaborators and for services rendered by the City or its collaborators if such equipment or services are (a) necessary, reasonable and directly related to the pumpout program (b) not funded by any other Federal grant or program and are adequately documented as determined by the Division.

Requests for reimbursements for equipment that will be donated to the pumpout program by the City or by a collaborator shall be accompanied by an appraisal report conducted by a qualified disinterested appraiser, which shall clearly identify the equipment and the fair market value of such equipment. The City agrees that all such equipment donated to the pumpout program shall be dedicated to the pumpout program for the useful life of that equipment notwithstanding the expiration of this contract. If reimbursement is requested for items of equipment donated by collaborators the City shall also secure and forward to the Division an agreement from the collaborator attesting to his donation of such equipment and the continued dedication of such equipment for the useful life of said equipment.

Requests for reimbursement for equipment that will be loaned to the pumpout program by the City or by a collaborator for the duration of this contract shall be accompanied by a statement by a qualified disinterested appraiser, which shall clearly identify the equipment and the fair rental rate for such equipment for the period of this contract.

- 1) Any observed/reported incident of unauthorized use of CVA funded vessels will be followed-up by a Marine Fisheries communication with the appropriate operator. Marine Fisheries may conduct site visits or contact area boaters for supplemental information as necessary. The pumping out of commercial vessels with CVA funded equipment is strictly prohibited.
- 2) In those instances where Marine Fisheries determines that an unauthorized use of a CVA funded vessel has occurred, Marine Fisheries will provide written notification to the operator of its determination with a warning that continued misuse or abuse of CVA-funded vessels and equipment may result in:
  - a) the loss of O&M and/or equipment replacement funds;
  - b) the removal of misused equipment from the facility; and/or
  - c) an assessment against the operator by the Department of Fish and Game for reimbursement of the federal contribution against the current market value of the vessel (e.g., a vessel with a current market value of \$20,000 would require the operator to reimburse the CVA Program the sum of \$15,000).
- 3) The Department of Fish and Game shall conduct an adjudicatory proceeding in accordance with the relevant provisions of G.L. c.30A and 801 CMR 1.01 prior to the assessment of any reimbursement of the federal contribution against the current market value of the vessel as provided for in paragraph 2.c. An independent marine surveyor shall be contracted by Marine Fisheries to provide all necessary and appropriate valuations.

## Section 11

When acquiring replacement equipment, the City may use the equipment to be replaced as a trade-in or the City may sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the Division. If the City is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

When original or replacement equipment acquired under this grant is no longer needed or the City is no longer able to support the pumpout program, disposition of the equipment shall be made as follows:

- 1) The equipment may be transferred at no cost to another CVA subgrantee (e.g., marina, yacht club, or governmental agency) if such equipment will remain in use and be dedicated to the pumpout program. The conditions for such transfer shall be stipulated by the Division and shall include the same requirements as those imposed in the original grant. Any cash or in-kind match paid when the equipment was originally purchased will be forfeited in total.

**City of Gloucester  
Special Budgetary Transfer Request  
Fiscal Year 2015**

\_\_\_\_ INTER-departmental requiring City Council approval - 6 Votes Required  
 \_\_\_\_ INTRA-departmental requiring City Council approval - Majority Vote Required

**TRANSFER # 2015-SBT- 3 Auditor's Use Only**

DEPARTMENT REQUESTING TRANSFER: Community Development

DATE: 7/27/2014 BALANCE IN ACCOUNT: \$20,570.20

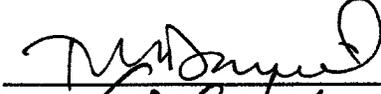
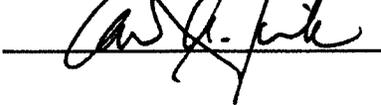
(FROM) PERSONAL SERVICES ACCOUNT # 101000.10.181.51100.0000.00.000.00.051  
Unifund Account #  
 (FROM) ORDINARY EXPENSE ACCOUNT # \_\_\_\_\_  
Unifund Account #  
Community Development Sal/wage perm pos  
Account Description

DETAILED EXPLANATION OF SURPLUS: Available funds

(TO) PERSONAL SERVICES ACCOUNT # 101000.10.296.51250.0000.00.000.00.051  
Unifund Account #  
 (TO) ORDINARY EXPENSE ACCOUNT # \_\_\_\_\_  
Unifund Account #  
Shellfish control, Sal/wage part-time position  
Account Description

DETAILED ANALYSIS OF NEED(S): to cover shortfall in part time shellfish warden salary

TOTAL TRANSFER AMOUNT: \$176.00 NEW BALANCE IN ACCOUNTS AFTER TRANSFER  
 FROM ACCOUNT: \$ 20,394.20  
 TO ACCOUNT: \$ -

**APPROVALS:**  
 DEPT. HEAD:  DATE: 7/28/14  
 ADMINISTRATION:  DATE: 8/3/14  
 BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

Hi Marie,

I will be booking a manually entry to charge back to fiscal 2014 the following amounts since June 30<sup>th</sup> ended on a Monday this year it was included in the Fiscal 2015 pay period 1 but that 1 day of pay belongs to fiscal 2014.

Account	Name	Fiscal Year	Hours	Rate	Regular
101000.10.296.51100.0000.00.000.00.051	Sargent, David	FY14	8.00	0.00	\$197.76
101000.10.296.51250.0000.00.000.00.051	Cominelli, Tameia	FY14	4.00	0.00	\$82.36

Below is what the account balance is currently in fiscal 2014 (\$197.24) so there is no money available to be transferred from the perm salaries account to the part-time account with the attached ordinary budget transfer. I added a column for the pending chargeback and what the balance will be after I move the charge back of \$0.52 to cover the part-time positions deficit of (\$176.00) the Community Development Director will need to find a funding source, if it is from an ordinary account like supplies or the Community Development Department to the Shellfish Department he will need to do a special budgetary transfer which will need City Council approval. If you need any further clarification please feel free to contact me. Thanks.

Account	Description	Budget	YTD Transactions	Balance	Encumbrance	Budget Balance	Pending Chargeback to FY14	Ending Balance after chargeback
101000.10.296.51100.0000.00.000.00.051	Shellfish Control, Sal/Wage-Perm Pos	\$52,639.00	\$4,029.68	\$48,609.32	\$48,806.56	(\$197.24)	\$197.76	\$0.52
101000.10.296.51250.0000.00.000.00.051	Shellfish Control, Sal/Wage-P/T Pos	\$20,647.00	\$1,594.36	\$19,052.64	\$19,311.60	(\$258.96)	\$82.96	(\$176.00)

Thanks and Best Regards,

**Christine Pantano**

**From:** Other <do\_not\_reply@civicplus.com>  
**Sent:** Thursday, July 10, 2014 8:57 AM  
**To:** Christine Pantano  
**Subject:** New request received

**Category Other has received a new request.**

*Here is what we have on file:*

**Other**

**#592**

[View Request](#)

**Category:** Other  
**Priority:** 3  
**Assigned To:** Pantano Chris  
**Submitted:** 7/10/2014 8:57 AM  
**Source:** Website 76.19.89.43

**SUBMITTER**  
william taylor  
325 concord  
gloucester, 01930  
**CONTACT**  
[williamtaylor2@mac.com](mailto:williamtaylor2@mac.com)  
978 879 4255

325 concord  
Gloucester, MA 01930

**REQUEST DETAILS**

**Description**

I would like to donate money to the city for a DPW party. It would be in the amount of \$ 1,000 or \$ 2,000.

How do I make this happen. I think the city council has to accept it or permission given somehow.

**Your Information**

**Name**  
william taylor  
**Fax Number**  
**Email Address**  
[williamtaylor2@mac.com](mailto:williamtaylor2@mac.com)  
**Preferred Contact Method**  
email

**Taylor, Ganson & Perrin**

5-123  
110

BNY Mellon, N.A.

Check No.: **81764073**

Pay Two thousand and 00/100 Dollars  
To the Order Of  
CITY OF GLOUCESTER

Date	Amount
07/25/14	\$2,000.00

*Stephen Stasio*  
Authorized Signature  
Not Valid After Six Months

**GLOUCESTER COMMUNITY PRESERVATION COMMITTEE  
RECOMMENDATIONS FOR FY14, ROUND 5 APPROPRIATION**

The Gloucester Community Preservation Committee recommends that City Council appropriate \$371,679 from the Community Preservation Fund for the projects hereinafter described.

**PROJECT NO. 1**

**Project Title: MAGNOLIA LIBRARY CENTER INC. - RENOVATIONS  
Project Sponsor: MAGNOLIA LIBRARY CENTER, INC.**

The Community Preservation Committee recommends the appropriation of \$85,000 to the MAGNOLIA LIBRARY & COMMUNITY CENTER for the purpose of the rehabilitation and restoration of an historic asset by installing a sprinkler and fire alarm system to protect and preserve the building in the event of fire, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2015;
2. Project will be subject to bidding procedures;
3. An historic preservation easement will be required.

The Community Preservation Act spending purpose is to rehabilitate an historic resource.

**Project Summary:**

The Magnolia Library and Community Center (MLCC) continues its efforts with plans to make the building safe for the use by members and the general public. The center offers residents of Gloucester various educational and cultural experiences through programming and events at the Center. The Center operates in a 127 year old structure which has no sprinkler and fire alarm system which would preserve the building in the event of a fire. This project would allow the MLCC to preserve and protect this historic structure that has seen a 41% increase in use over the last year. The total estimated project cost is \$245,630.

**PROJECT NO. 2**

**Project Title: GLOUCESTER WRITERS CENTER – EXTERIOR RENO & REHAB  
Project Sponsor: GLOUCESTER WRITERS CENTER**

The Community Preservation Committee recommends that the City Council appropriate \$10,000.00 to the GLOUCESTER WRITERS CENTER for the purpose of the rehabilitation and restoration of an historic asset by replacing the roof, installation of end vents and fan, transom window including framing and finish work, gutters, and side patching at 126 East Main Street, Gloucester, MA, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2015;

2. Also, contingent upon that the Writer Center will continue to be used as a Writer's Center open to and serving the public as described in their application.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

**Project Summary:**

The project will include the above repairs and ensure that the Gloucester Writers Center (GWC) will remain in good condition for long term preservation. The Writers Center was originally built in 1890 and used as a general store by Adolf Voss. The poet Ferrini bought the property in 1948 and lived and wrote in it for over 60 years until his death in 2007. Preserving and enhancing the Ferrini home has been vital to the successful growth of the GWC and the enactment of its mission to preserve, promote and celebrate Cape Ann's rich literary legacy and to insure that diverse voices are heard through writing and the arts. The space is used for writing and hospitality for writers and all in the community interested in writing through their literary readings, community education programs, Writer-in-residence program and by making available original work by authors from the local community and beyond. Total estimated project cost is \$12,000.

**PROJECT NO. 3**

**Project Title: CULTURAL CENTER AT ROCKY NECK, SECOND PHASE RENOVATION**

**Project Sponsor: ROCKY NECK ART COLONY, INC.**

The Community Preservation Committee recommends that the City Council appropriate \$50,000.00 to the ROCKY NECK ART COLONY, INC. for the purpose of preserving an historic asset by repairing and restoring, the Cultural Center at Rocky Neck, 6 Wonson Street, Gloucester, with phase II renovations, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2015.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

**Project Summary:**

The Rocky Neck Cultural Center has almost completed its first phase of renovations to bring the building into ADA compliance. The second phase of renovations include, HVAC upgrade, kitchen/office build-out, installation of a drainage system, insulation, rear deck rebuilding and installation of ten storm windows for Main Hall. The Art Colony offers the Cultural Center as a public welcome center, art gallery, educational space and community gathering place. Total project cost is estimated at \$159,000.

**PROJECT NO. 4**

**Project Title: DESIGN AND INSTALLATION OF VERTICAL PLATFORM LIFT**

**Project Sponsor: CAPE ANN HISTORICAL ASSOCIATION (CAPE ANN MUSEUM)**

The Community Preservation Committee recommends that the City Council appropriate \$15,000.00 to the CAPE ANN HISTORICAL ASSOCIATION (CAPE ANN MUSEUM) for the purpose of preserving an historic asset which includes the installation of a vertical platform lift to the Museum's auditorium to provide ADA access, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2015;

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

**Project Summary:**

This project will consist of designing and installing a vertical platform lift to provide ADA approved access to the stage located in the Museum's auditorium. The space is part of the Museum's headquarters at 27 Pleasant Street, Gloucester. Currently the stage is the only public space in the Museum which does not meet ADA requirements. The auditorium seats 180 and is used heavily by the museum throughout the year for its own programming and for collaborative programs done with groups throughout Gloucester, Cape Ann and the North Shore. Total estimated project cost is \$40,000.

**PROJECT NO. 5**

**Project Title: ELECTRICAL REHABILITATION AT BEAUPORT, THE SLEEPER-MCCANN HOUSE**  
**Project Sponsor: HISTORIC NEW ENGLAND/BEAUPORT**

The Community Preservation Committee recommends that the City Council appropriate \$20,000.00 to the HISTORIC NEW ENGLAND/BEAUPORT for the purpose of the rehabilitation and restoration of an historic asset by providing electrical upgrades including replacement of fire sensors, removal and re-installation of fixtures, exterior electrical work, upgrade main panel, first and second floor and rewiring of 17 lamps at 75 Eastern Point Boulevard, Gloucester, MA, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2015.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

**Project Summary:** Historic New England will be updating the antiquated electrical system and installing new fire protection sensors to better preserve and protect Beauport, the Sleeper-McCann House, one of the two National Historic Landmarks in Gloucester. Beauport has been well-maintained cared for over its 107-year life. Starting in 2008, the Museum has made tremendous efforts to secure the exterior envelope of the house by addressing a myriad of moisture issues. With the assistance of various grant awards, including CPA funding, the museum conserved 249 windows, replaced the roof with red cedar shingles and repointed and restored all six chimneys. What remains is an electrical rehabilitation project critical for protecting the historic property from fire and visitors from injury while allowing for increased public use and enjoyment of the facility. Total estimated project cost is \$45,630.

**PROJECT NO. 6**  
**Project Title: BUILDING FOR THE FUTURE**  
**Project Sponsor: THE HOLY FAMILY PARISH**

The Community Preservation Committee recommends that the City Council appropriate \$50,000.00 to the HOLY FAMILY PARISH for the purpose of the rehabilitation and restoration of an historic asset which includes the construction of an elevator system for ADA access for the parish building, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be June 30, 2016;
2. If the St. Ann's Church is ever sold, the CPA award will be required to be paid back in full;
3. Also, contingent upon the archdiocese or other acceptable entity to the CPC, agreeing that if the building ceases to be a Church open to and serving the general public as currently operated, the CPC will be reimbursed for the total amount of the award.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

**Project Summary:**

The proposed project will enable St. Ann's Church to better accommodate the handicap and elderly as well as restore the original structure of the building to extend the current life of the historic building. In the assessment and design stages of the project it was discovered that the supporting sills at the basement level were rotting. These sills are the support for the main structure of the church. The sills will be rebuilt to maintain the main structure and an addition to the main building will be added to accommodate an elevator for ADA compliance. The total project cost is estimated at \$1,650,150.

**PROJECT NO. 7**  
**Project Title: REHABILITATION AND RESTORATION OF THE OAK GROVE CEMETERY**  
**Project Sponsor: OAK GROVE CEMETERY**

The Community Preservation Committee recommends that the City Council appropriate \$24,000 to the OAK GROVE CEMETERY for the purpose of the rehabilitation and restoration which will include a survey and mapping of the Cemetery, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2015;

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

**Project Summary:** The Oak Grove Cemetery is on the National Register of Historic Places. The overall goals are to improve the main entrance off of Washington street with signage and landscaping; to hire map maker and/or landscape architect to examine the historic plans of the cemetery and create new ones which will allow them to install granite street markers and historic plantings throughout the 11 acres; to create a brochure including a map for visitors and scholars interested in self-guided tours; and to complete the assessment of the Bradford Chapel, the keystone of the cemetery, so it can eventually be open for burials and educational programming. All of these improvements will contribute to preserving the cemetery, but also to create a more welcoming and educational experience for visitors. The total estimated project cost is \$40,000.

**PROJECT NO. 8**

**Project Title: LIGHT UP MATTOS – DESIGN STAGE 1**

**Project Sponsor: CAPE ANN WOMEN'S SOFTBALL LEAGUE WORKING WITH CITY OF GLOUCESTER DPW**

The Community Preservation Committee recommends that the City Council appropriate \$12,679.00 to the CAPE ANN WOMEN'S SOFTBALL LEAGUE for the purpose of rehabilitating and restoring a recreational resource by conducting preliminary design work for installing new playing field lights at Mattos Field on Webster Street, Gloucester, MA, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following conditions:

1. The expiration of the Award shall be December 31, 2015.

The Community Preservation Act spending purpose for this appropriation is to preserve open space.

**Project Summary:**

The purpose of this project is to perform preliminary design work for installing new playing field lights at Mattos Field. The new lighting posts must meet new wind code specifications and the ground conditions must be evaluated to determine which type of foundations are needed based on soil conditions. The scope of the work will include performing geotechnical borings by a drilling contractor and a Geotechnical Evaluation Engineer, all done as a preliminary work in preparation for new playing field lights to be installed at Mattos Field. Project cost is estimated at \$12,679.

**PROJECT NO. 9**

**Project Title: BURNHAM'S FIELD BALL FIELD BACKSTOP REPLACEMENT**

**Project Sponsor: CITY OF GLOUCESTER COMMUNITY DEVELOPMENT DEPARTMENT**

The Community Preservation Committee recommends that the City Council appropriate \$50,000 to the GLOUCESTER COMMUNITY DEVELOPMENT DEPARTMENT for the purpose of rehabilitating and restoring a recreational resource as part of the Burnham's Field Phase I project to replace two ball field backstops, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2015;

The Community Preservation Act spending purpose for this appropriation is to preserve open space.

**Project Summary:** The Burnham's Field Phase I Construction project is well underway. The base bid and five alternatives will be accomplished, however, it did not include the back stops for the two fields. The current backstops at Burnham's are rusted, falling apart in various locations and are beyond repair. The plan is to match the backstops with the same type of fencing used in the Phase I Construction project which consists of a high quality, coated fencing that will last a lot longer and fits into the overall design of the Park. Total project cost is estimated at \$50,000.

**PROJECT NO. 10**

**Project Title: BURNHAMS FIELD COMMUNITY GARDEN FENCE REPLACEMENT**  
**Project Sponsor: BURNHAMS FIELD COMMUNITY GARDEN, INC.**

The Community Preservation Committee recommends that the City Council appropriate \$5,000.00 to the BURHAMS FIELD COMMUNITY GARDEN, INC. for the purpose of the rehabilitation and restoration of recreational land by replacing an existing fence with the expansion of the community garden at Burnham's field, Gloucester, MA, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2015.

The Community Preservation Act spending purpose for this appropriation is to preserve open space.

**Project Summary:**

The project overall will consist of expanding the community garden to have a total of 28 plots, 33 yards of soil to fill the plots, a new fence to enclose the garden and compost area and additional ground cover including geothermal fabric and gravel. The Community Garden has had a great impact for families in the area and to be able to grow local, organic produce in the downtown area. For the last three years there has been a waiting list for the plots. The expansion will be completed in the spring of 2015, as to not interrupt this year's growing season. It will also, enhance the improvements to the Burnham's Field Phase I construction project. Total project cost is estimated at \$9,050.

**PROJECT NO. 11**

**Project Title: PRESERVATION OF THE ANNISQUAM WOODS PROPERTY**  
**Project Sponsor: GLOUCESTER CONSERVATION COMMISSION AND ESSEX COUNTY GREENBELT ASSOCIATION**

The Community Preservation Committee recommends that the City Council appropriate \$50,000.00 of FY15 Open Space Reserve to the GLOUCESTER CONSERVATION COMMISSION AND ESSEX COUNTY GREENBELT for the purpose of the preserving open space by acquiring the Annisquam Woods parcel (27.4 acres), located off Hutchins Court and Tufts Lane, Gloucester, MA, and protecting it from development as well as protecting wildlife habitat and water resources, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be April 1, 2015;
2. A Conservation Restriction will be required.

The Community Preservation Act spending purpose for this appropriation is to preserve open space.

**Project Summary:** The Gloucester Conservation Commission and Essex County greenbelt jointly propose to acquire and preserve a 27.4 acre property known as the Annisquam woods parcel. The property is wooded, supports significant wildlife habitat and is characterized by Gloucester's typical rugged, boulder-strewn topography. The City will own the perpetual conservation restriction over the property and Greenbelt will own the restricted fee interest in the property with responsibility of all property stewardship tasks, including trail construction and maintenance, parking lot construction and maintenance, installation and maintenance of signage, and other related property management tasks. Without the purchase and conservation restriction of this parcel, there is a significant risk that the already permitted subdivision could be immediately developed and its value as open space would be lost forever. The total project cost is \$825,000. -