

CITY CLERK  
GLOUCESTER, MA  
16 FEB 24 PM 3:45



GLOUCESTER CITY COUNCIL  
**Budget & Finance Committee**  
Thursday, March 3, 2016 – 5:30 p.m.  
1<sup>st</sup> Fl. Council Committee Room – City Hall

**AGENDA**

Individual items from committee reports may be consolidated into a consent agenda.

1. *Special Budgetary Transfer Requests from the Police Department - 2016-SBT-10*
2. *Memorandum from Director of Public Works & Supplemental Appropriation-Budgetary Transfer Request 2016-SA-22 re: Entry Security at Gloucester High School & O'Maley Innovation Middle School*
3. *Grant Application & Checklist from Community Development Department/Shellfish re: FY16 Great Marsh Green Crab Trapping Program grant in the amount of \$15,000 from Mass. Division of Marine Fisheries*
4. *Memorandum from Chief Administrative Officer re: City Council acceptance of grant from EDIC in the amount of \$10,000 to support the city's participation in the Seafood Expo North America*
5. *Memo from City Auditor regarding accounts having expenditures which exceed their authorization & Auditor's Report*

COMMITTEE

Chair, Councilor Scott Memhard  
Vice Chair, Councilor Joseph Orlando, Jr.  
Councilor Joseph Ciolino

CC: Mayor Theken  
Jim Destino  
Kenny Costa  
John Dunn  
Police Chief Leonard Campanello  
Mike Hale  
Tom Daniel/Dave Sargent  
Salvatore DiStefano

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

**City of Gloucester  
Special Budgetary Transfer Request  
Fiscal Year 2016**

**INTER-departmental requiring City Council Approval - 6 Votes Required**  
 **INTRA-departmental requiring City Council approval - Majority Vote Required**

**TRANSFER # 2016-SBT- 10 Auditor's Use Only**

DEPARTMENT REQUESTING TRANSFER: Police

DATE: 2/10/2016 BALANCE IN ACCOUNT: \$88,557.56

(FROM) PERSONAL SERVICES ACCOUNT # 101000.10.211.51100.0000.00.000.00.051  
*Unfund Account #*

(FROM) ORDINARY EXPENSE ACCOUNT # \_\_\_\_\_  
*Unfund Account #*  
Police-Uniform, Sal/Wage-Perm Pos  
*Account Description*

DETAILED EXPLANATION OF SURPLUS: Surplus from Officer Cherry salary and FY16 Support & Incentive Grant

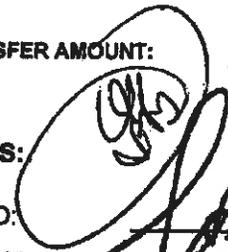
(TO) PERSONAL SERVICES ACCOUNT # 101000.10.292.51100.0000.00.000.00.051  
*Unfund Account #*

(TO) ORDINARY EXPENSE ACCOUNT # \_\_\_\_\_  
*Unfund Account #*  
Animal Control, Sal/wage-Perm pos  
*Account Description*

DETAILED ANALYSIS OF NEED(S): Funds needed to pay grievances from prior fiscal years.

TOTAL TRANSFER AMOUNT: \$4,914.00

FROM ACCOUNT: \$83,643.56  
TO ACCOUNT: \$5,165.72

APPROVALS:   
DEPT. HEAD:   
ADMINISTRATION:   
BUDGET & FINANCE: \_\_\_\_\_  
CITY COUNCIL: \_\_\_\_\_

DATE: 2/10/2016  
DATE: 2/17/2016  
DATE: \_\_\_\_\_  
DATE: \_\_\_\_\_

28 POPLAR STREET  
GLOUCESTER, MA 01930



TEL 978-281-9785  
FAX 978-281-3896  
mhale@gloucester-ma.gov

**CITY OF GLOUCESTER**  
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

To: James Destino, Chief Administrative Officer  
From: Michael B. Hale, AICP, Director of Public Works 7754  
Date: 1 February 2016  
RE: Entry Security at Gloucester High School and O'Maley Innovation Middle School

Public Works is requesting \$161,000.00 of capital funds from the Building Maintenance Stabilization Fund 860000 to be transferred to Facilities 472. .52410 for the purpose of installing two sets of entry doors at Gloucester High School (original and new entrance) and one set at the O'Maley Innovation Middle School. Along with new doors, a key less entry access control system will be installed at both schools.

The goal of the project is to improve safety and security at Gloucester High School and O'Maley Innovation Middle School. The exterior doors at these two facilities are in need of routine replacement due to age and wear. This project will substitute traditional lock and keys with state of the art keyless entry technology. The keyless entry access controls will eliminate the use of traditional keys and replace them with key Fobs, allowing for designating and tracking access and scheduling door unlocking as needed. Staff members will carry key Fobs that allow them access throughout the building as designated by school officials.

The Facilities Division, along with school administrators have identified the main entry points at each school to which all traffic will be funneled, limiting guests from entry through unsecure doors. The proposed system can be expanded upon in future year and is compatible with the existing infrastructure.

Please do not hesitate to contact this office if you have any questions.

*The Power of* **ONE**

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## PROPOSAL

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12/11/2015

Grant Harris  
Gloucester School Dept  
6 School House Rd  
Gloucester, MA  
01930

Quote #: SESQ10096

Presented by: Andrew Pelletier  
Email: [andrew.pelletier@signetgroup.net](mailto:andrew.pelletier@signetgroup.net)  
Phone: 781-871-5888 x1196



SIGNET Electronic Systems, Inc.  
106 Longwater Drive, Norwell, MA 02061  
(v) 781-871-5888 (f) 781-871-4757  
[www.signetgroup.net](http://www.signetgroup.net)

## **Location:**

**Grant Harris**  
**(978)281-9800**  
**gharris@gloucesterschools.com**  
**Gloucester Middle School**  
**32 Cherry Street**  
**Gloucester MA 01930**

## **Description of Work:**

Signet is pleased to offer the following proposal to Gloucester public schools for access control and cctv upgrades to Gloucester middle school as follows:

All equipment pricing and prevailing wage labor rates are offered per FAC64 state contract.

**Middle School Scope:**

Leveraging the S2 system deployment at West Parish ES, Signet will add on to this existing system.

(1) S2 2-door node will be added to Gloucester MS and will communicate back to the S2 extreme controller being provided under the West Parish project over the town provided WAN.

Signet will provide (1) new prox reader, motion request to exit, door contact, cable and programming labor to provide access control to the right hand leaf of the front entrance. The existing electric strike will be re-used. Integration with the existing Aiphone system included for remote release of the door. S2 panel will have 1 spare door port available for future user.

The town will be able to access and program doors and user groups at both locations using a single log-in.

Similarly, Signet will provide (1) S2 NetVR nvr appliance with 4TB of storage and support for up to 16 cameras for direct integration with the existing S2 system.

The town will be able to view cameras at both West Parish and Gloucester MS through a single log-in.

(4) new Panasonic WV-SF631L vandal proof exterior rated cameras with IR and WDR will be provided at the following locations:

- Front entrance plaza
- Kitchen entrance
- Rink tunnel Alcove
- Boiler room entrance

WAN, Cat6 cabling, patch panels, POE network ports, and 120V power to be provided by the school.

Additional training for the Gloucester MS staff included.

An option to upgrade to the S2 NetVR 100 with 8tb of storage and support for up to 64 cameras has been provided in the breakdown below.

**HS Scope:**

(1) S2 2-door node will be added to Gloucester GS and will communicate back to the S2 extreme controller being provided under the West Parish project over the town provided WAN.

Signet will provide (1) new prox reader, motion request to exit, door contact, cable and programming labor to provide access control to the the Main entry door and Old Entrance doors.

New door hardware/doors by the owner.

Integration to the existing Aiphone and HC operators included.

An optional add for a new S2 NetVR 100 with 16TB of storage and 32 IP camera licenses included for seamless integration into the S2 system.

QTY	DESCRIPTION	MAN	PART #	UNIT PRICE	TOTAL PRICE
Middle School Scope:					
1	S2 Network Node - Supports 2 readers (Wall Mount)	S2	S2-NN-E2R-WM		
1	S2 NetVR with 4TB storage. Support up to 16 cameras	S2	S2-NETVR-4TB		
4	NetVR Single Camera license	S2	S2-VR-1C		
4	Full HD vandal proof dome camer with IR illuminators	Panasonic	WV-SF631L		
3	Wall mount bracket, and dome cover	Panasonic	PWM484S		
1	ProxPoint 3" Mullion Mount Reader Grey	DSX	ID-PL6005		
1	SENTROL INDUSTRIAL WIDE GAP CONTACT	DMP	2505A		
1	DS150I WITH TP160 PLATE	Bosch Security	DS150ITP160		
500	Plenum-CMP, 3-22 AWG pairs, 2-16 AWG conductors, 4-22 AWG conductors, 2-22 AWG conductors, All conductors stranded bare copper with Flamarrest® insulation, 3-22. Note: minimum 5K Graybar	Belden	Y612340041000		
48	Installer Technician	Labor	LABOR		
32	Programmer/Software Technician Regular Time	Labor	LABOR		
1	Permit	OPTIONAL	PERMIT		
1	Miscellaneous Material - Conduit, access control cable etc.	OTHER	MISC		
8	Engineering / PM Support	OTHER	ENGINEERING		
<b>MS Project SubTotal</b>					<b>\$22,523.20</b>

Option MS Upgrade:

1	Cost to Upgrade NVR to S2 NetVR 100 with 8TB storage. Support up to 64 cameras	S2	S2-NETVR-1000	
	MS Cost to upgrade VMS Server			\$4,900.00
	Add:			
	High School Scope:			
1	S2 Network Node - Supports 2 readers (Wall Mount)	S2	S2-NN-E2R-WM	
2	ProxPoint 3" Mullion Mount Reader Grey	DSX	ID-PL6005	
4	SENTROL INDUSTRIAL WIDE GAP CONTACT	DMP	2505A	
2	DS150I WITH TP160 PLATE	Bosch Security	DS150ITP160	
1000	Plenum-CMP, 3-22 AWG pairs, 2-16 AWG conductors, 4-22 AWG conductors, 2-22 AWG conductors, All conductors stranded bare copper with Flamarrest® insulation, 3-22. Note: minimum 5K Graybar	Belden	Y612340041000	
40	Installer Technician	Labor	LABOR	
16	Programmer/Software Technician Regular Time	Labor	LABOR	
1	Miscellaneous Material - Conduit, access control cable etc.	OTHER	MISC	
8	Engineering / PM Support	OTHER	ENGINEERING	
	HS SubTotal			\$10,799.00
	High School VMS server replacement option:			
1	S2 NetVR 100 IP Server (8 IP Cameras/8 TB Storage)	S2	S2-NETVR100-8TB-8-0	
1	32 IP Camera add-on license for the NetVR 100/500/700	S2	S2-NETVR-32C	
16	Programmer/Software Technician Regular Time	Labor	LABOR	
	HS VMS server option SubTotal			\$15,538.00
			<b>TOTAL</b>	<b>\$53,760.20</b>

\*Plus applicable taxes

## Assumptions

- When applicable, SIGNET will pay current prevailing wage rates to our technical services personnel.
- When applicable proposal assumes that current prevailing wage rates for this project will be furnished to SIGNET upon contract award.
- Proposal assumes that working hours for the project will be 7AM to 3:30PM, Monday thru Friday (company & customer holidays excluded).
- Proposal assumes that during our on-site work, we will have unrestricted access to any areas necessary.
- Proposal assumes that during our on-site work, parking will be made available and provided to our installation and technical services personnel.
- Any scope of work not specifically noted in this proposal shall not be included in the proposal.
- Proposal assumes that service during the system warranty period will be provided during normal business hours, with service response within two (2) business days of call receipt.
- WAN, Cat6 cabling, POE network ports, and 120V power to be provided by the school.

## Terms & Agreement

Your satisfaction is important to us and we plan to exceed your expectations.

All equipment is under warranty by the manufacturers. We guarantee all installation work to be free of defects for a period of one year from installation date. If service is required, we will be happy to provide you with prompt courteous service. SIGNET Electronic Systems, Inc. assumes no responsibility for damages, either direct or consequential, that may result from acts of nature, water damage or improper use. Prices indicated in this proposal are valid for 30 days. Any changes to this proposal will be submitted in writing for approval.

Terms: Credit to be determined, deposit may be required. This equipment shall remain the property of SIGNET Electronic Systems, Inc. until all installation and equipment charges have been paid in full.

We sincerely appreciate the opportunity to present this proposal to you. Please contact Andrew Pelletier should you have any questions at 781-871-5888 x1196 or via email at [andrew.pelletier@signetgroup.net](mailto:andrew.pelletier@signetgroup.net).

**Client:**  
Gloucester School Dept  
6 School House Rd  
Gloucester, MA 01930  
USA

**Company:**  
SIGNET Electronic Systems Inc.  
106 Longwater Drive  
Norwell, MA 02061

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Signature

Andrew Pelletier

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Signature

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Printed Name/Title

Andrew Pelletier, Senior Project Manager

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Printed Name/Title

---

Date

12/11/2015

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Date

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***The Power of ONE***

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## **PROPOSAL**

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**11/18/2015**

**Gloucester School Dept  
Grant Harris  
6 School House Rd  
Gloucester, MA  
01930**

**Quote #: SESQ10096**

**Presented by: Andrew Pelletier  
Email: [andrew.pelletier@signetgroup.net](mailto:andrew.pelletier@signetgroup.net)  
Phone: 781-871-5888 x1196**



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QTY	DESCRIPTION	MAN	PART #	UNIT PRICE	TOTAL PRICE
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4	NetVR Single Camera license	S2	S2-VR-1C		
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1	DS150I WITH TP160 PLATE	Bosch Security	DS150ITP160		
500	Plenum-CMP, 3-22 AWG pairs, 2-16 AWG conductors, 4-22 AWG conductors, 2-22 AWG conductors, All conductors stranded bare copper with Flamarrest® insulation, 3-22. Note: minimum 5K Graybar	Belden	Y61234 0041000		
48	Installer Technician	Labor	LABOR		
32	Programmer/Software Technician Regular Time	Labor	LABOR		
1	Permit	OPTIONAL	PERMIT		
1	Miscellaneous Material - Conduit, access control cable etc.	OTHER	MISC		
8	Engineering / PM Support	OTHER	ENGINEERING		
Project SubTotal					\$22,523.20
Option Upgrade:					
1	Cost to Upgrade NVR to S2 NetVR 100 with 8TB storage. Support up to 64 cameras	S2	S2-NETVR-100		
Cost to upgrade Add:					\$4,900.00

\*Plus applicable taxes

## Assumptions

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USA

**Company:**  
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106 Longwater Drive  
Norwell, MA 02061

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Signature

*Andrew Pelletier*

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Signature

---

Printed Name/Title

Andrew Pelletier, Senior Project Manager

---

Printed Name/Title

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Date

11/18/2015

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Date

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# New England School Services, Inc.

98 Hicks Avenue  
Medford, MA 02155

Voice: 617-776-4700  
Fax: 781-396-8088

# QUOTATION

Quote Number: Q-B Omalley entrance

Quote Date: Jan 21, 2016

Page: 1

*ACTUAL*

<b>Quoted To:</b>
City of Gloucester DPW c/o City Hall 9 Dale Ave. Gloucester, MA 01930

<b>Ship to:</b>

Customer ID	Good Thru	Payment Terms	Sales Rep
GLOUCEST	2/20/16	Net 30 Days	
Quantity	Item	Description	
		O'Malley - Exterior openings	
		- Removal and disposal of existing frames, doors, and hardware	
		- furnish and install new doors, frames, and hardware	
		- factory painting of doors and frames to match the existing	
2.00	FRAME-ALM-CLR	Special Lite FG 450 custom transom frame x factory painting	
4.00	DOOR-SL-15	Special lite Monumental-wide aluminum frame x factory painting	
3.00	EXIT-VD99EO	Von Durpin-rim exit device x Exit Only EO: no outside trim x Finish: 32 D x Length: 3'	
1.00	EXIT-VD99NL-OP	Von Durpin-rim exit device x NL-OP: key retracts the latchbolt, additional pull required x Finish: 32D x Length: 3'	
2.00	PULL	Special lite SL 86 flush pull	
2.00	MULL-VD4954	Von Durpin 4954 removable mullion. Finish: sp28 x Height: 7'	
1.00	POWER SUPPLY VD	Von Duprin PS 914 x RS 2 - relay boards	
1.00	POWER TRANSFER EPT.	Von Duprin EPT-2 electric power transfer hinge	
3.00	CLOSER-LCN1	LCN 4111 door closer x painted aluminum (sp28) x parallel arm mount (PA)	
1.00	AUTOMATIC OPERATOR	Dorma ed 400 x 2 push button operators	
4.00	HINGES-SL11x CLRx83"	Select Full mortise continuous x CLR x 83"	
8.00	GLASS-TEMP- 1/4	1/4" clear tempered glass	
2.00	THRESH72"	Aluminum threshold x 72" x 5"	
4.00	SWEEP-CLR-36"	Clear Aluminum brush sweep 36"	
2.00	WEATHER-PERIMETER LABOR	Perimeter Weather Kit Labor to furnish and install material.	
		* Installation is based on work performed Monday through Friday during normal business hours	

Doors  
Door Hardware  
Restroom Partitions  
Access Control

Subtotal	19,890.00
Sales Tax	
Freight	
<b>Total</b>	<b>19,890.00</b>

**New England School Services, Inc.**

98 Hicks Avenue  
Medford, MA 02155

Voice: 617-776-4700  
Fax: 781-396-8088

# QUOTATION

Quote Number: B-HS old Main enter.  
Quote Date: Nov 25, 2015  
Page: 1

*Budget*

**Quoted To:**  
City of Gloucester DPW  
c/o City Hall  
9 Dale Ave.  
Gloucester, MA 01930

**Ship to:**

Customer ID	Good Thru	Payment Terms	Sales Rep
GLOUCEST	12/25/15	Net 30 Days	Brian Hingston
Quantity	Item	Description	
		High School - Old Main entrance	
		removal and disposal of 2 pairs of existing doors and hardware furnish and install new doors and hardware in existing frames	
4.00	DOOR-HM16	Metal door 14 gauge. primed grey and prepped for hardware	
4.00	VISION-KIT-21/2 glas	Metal Vision Kit- Top and bottom of door with 1/2 glass visions.	
4.00	GLASS-TEMP- 1/4	1/4" clear tempered glass	
4.00	HINGES-SL11x CLRx83"	Select Full mortise continuous hingesx CLR x 83"	
4.00	CLOSER-LCN1	LCN 4111 door closer x painted aluminum (sp28) x parallel arm mount (PA)	
2.00	MULL-VD4954	Von Durpin 4954 removable mullion. Finish: sp28 x Height: 7'	
4.00	WEATHER-PERIMETER	Perimeter Weather Kit	
4.00	SWEEP-CLR-36"	Clear Aluminum brush sweep 36"	
1.00	STRIKE-ELEC-HES	HES Genesis 9600 surface mounted electric strike for access control door	
	LABOR	Labor to furnish and install material. * Installation is based on work performed Monday through Friday during normal business hours	

Doors  
Door Hardware  
Restroom Partitions  
Access Control

Subtotal	12,700.00
Sales Tax	
Freight	
<b>Total</b>	<b>12,700.00</b>

# New England School Services, Inc.

98 Hicks Avenue  
Medford, MA 02155

Voice: 617-776-4700  
Fax: 781-396-8068

# QUOTATION

Quote Number: B-HS Front exterior  
Quote Date: Nov 25, 2015  
Page: 1

*Budget*

<b>Quoted To:</b>
City of Gloucester DPW c/o City Hall 9 Dale Ave. Gloucester, MA 01930

<b>Ship To:</b>
c/o City Hall 9 Dale Ave. Gloucester, MA 01930

Customer ID	Good Thru	Payment Terms	Sales Rep
GLOUCEST	12/25/15	Net 30 Days	Brian Hingston
Quantity	Item	Description	
		High Main entrance - Exterior openings	
		- Removal and disposal of existing frames, doors, and hardware	
		- furnish and install new doors, frames, and hardware	
		- factory painting of doors and frames to match the existing	
2.00	FRAME-ALM-CLR	Special Lite FG 450 custom transom frame x factory painting	
4.00	DOOR-SL-15	Special lite Monumental -wide aluminum frame x factory painting	
3.00	EXIT-VD99EO	Von Durpin-rim exit device x Exit Only EO: no outside trim x Finish: 32D x Length: 3'	
1.00	EXIT-VD99NL-OP	Von Durpin-rim exit device x NL-OP: key retracts the latchbolt, additional pull required x Finish: 32D x Length: 3'	
2.00	PULL	Special lite SL 86 flush pull	
2.00	MULL-VD4954	Von Durpin 4954 removable mullion. Finish: sp28 x Height: 7'	
1.00	POWER SUPPLY VD	Von Duprin PS 914 x RS 2 - relay boards	
1.00	POWER TRANSFER EPT	Von Duprin EPT-2 electric power transfer hinge	
3.00	CLOSER-LCN1	LCN 4111 door closer x painted aluminum (sp28) x parallel arm mount (PA)	
1.00	AUTOMATIC OPERATOR	Dorma ed 400 x 2 push button operators	
4.00	HINGES-SL11x CLRx83"	Select Full mortise continuous x CLR x 83"	
8.00	GLASS-TEMP- 1/4	1/4" clear tempered glass	
2.00	THRESH72"	Aluminum threshold x 72" x 5"	
4.00	SWEEP-CLR-36"	Clear Aluminum brush sweep 36"	
2.00	WEATHER-PERIMETER	Perimeter Weather Kit	
	LABOR	Labor to furnish and install material.	
		* Installation is based on work performed Monday through Friday during normal business hours	

Doors  
Door Hardware  
Restroom Partitions  
Access Control

Subtotal	34,646.00
Sales Tax	
Freight	
<b>Total</b>	<b>34,646.00</b>

**New England School Services, Inc.**

98 Hicks Avenue  
Medford, MA 02155

Voice: 617-776-4700  
Fax: 781-396-8088

**QUOTATION**

Quote Number: B-HS front interior  
Quote Date: Nov 25, 2015  
Page: 1

*BUDGET*

<b>Quoted To:</b>
City of Gloucester DPW c/o City Hall 9 Dale Ave. Gloucester, MA 01930

<b>Ship to:</b>
c/o City Hall 9 Dale Ave. Gloucester, MA 01930

Customer ID	Good Thru	Payment Terms	Sales Rep
GLOUCEST	12/25/15	Net 30 Days	
Quantity	Item	Description	
		High Main entrance - Interior openings	
		- Removal and disposal of existing frames, doors, and hardware	
		- furnish and install new doors, frames, and hardware	
		- factory painting of doors and frames to match the existing	
2.00	FRAME-ALM-CLR	Special Lite FG 450 custom transom frame x factory painting	
4.00	DOOR-SL-15	Special lite Monumental -wide aluminum frame x factory painting	
4.00	PUSH BAR	36" x 32D	
4.00	PULL	Special lite SL 86 flush pull	
		Sales	
3.00	CLOSER-LCN1	LCN 4111 door closer x painted aluminum (sp28) x parallel arm mount (PA)	
1.00	AUTOMATIC OPERATOR	Domna ed 400 x 2 push buton opertors	
4.00	HINGES-SL11x CLRx83"	Select Full mortise continuous x CLR x 83"	
8.00	GLASS-TEMP- 1/4	1/4" clear tempered glass	
2.00	THRESH72"	Aluminum threshold x 72" x 5"	
	LABOR	Labor to furnish and install material.	
		* Installation is based on work performed Monday through Friday during normal business hours	

Doors  
Door Hardware  
Restroom Partitions  
Access Control

Subtotal	26,150.00
Sales Tax	
Freight	
<b>Total</b>	<b>26,150.00</b>

**City of Gloucester**  
**SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST**  
**Fiscal Year 2016**

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

APPROPRIATION # 2016 SA- 22 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ Mayor/DPW

APPROPRIATION AMOUNT: \$ 161,000.00

Account to appropriate from:	Unfund Account #	<u>850000.10.991.59600.0000.00.000.00.059</u>
	Account Description	<u>Capitol Projects Stabilization Fund</u>
Balance Before Appropriation	\$	<u>1,028,247.00</u>
Balance After Appropriation	\$	<u>867,247.00</u>

Account Receiving Appropriation:	Unfund Account #	<u>101000.10.472.58425.0000.00.000.00.058</u>
	Account Description	<u>Facilities - Building Maintenance</u>
Balance Before Appropriation	\$	<u>-</u>
Balance After Appropriation	\$	<u>161,000.00</u>

DETAILED ANALYSIS OF NEED(S): Entry doors and access control systems at GHS and O'Maley

APPROVALS: \_\_\_\_\_  
DEPT. HEAD: [Signature] DATE: 2/17/2016  
ADMINISTRATION: [Signature] DATE: 2/17/2016  
BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_  
CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_



City of Gloucester  
Grant Application and Check List

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

Name of Grant: FY2016 GREAT MARSH GREEN CRAB TRAPPING PROGRAM

Department Applying for Grant: COMMUNITY DEV / SHELLFISH

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

Object of the application: To provide a program to legally collect, etc., European green crabs

Any match requirements: \_\_\_\_\_

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

*[Handwritten Signature]*  
Signature

2.18.16  
Date

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

Budget & Finance Standing Committee: \_\_\_\_\_  
Positive or Negative Recommendation Date

City Council's Approval or Rejection: \_\_\_\_\_  
Vote Date

City Clerk's Certification of Vote to City Auditor: \_\_\_\_\_  
Certification Date

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

Auditor's distribution to managing department: \_\_\_\_\_  
Department Date sent

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

FORM: AUDIT GRANT CHECKLIST – V.1



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[www.iceni.com/unlock.htm](http://www.iceni.com/unlock.htm)



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

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

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

**Note: All documents must be complete signed copies.**

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



## **Addendum 1**

### **FY2016 GREAT MARSH GREEN CRAB TRAPPING PROGRAM**

#### **ATTACHMENT A SCOPE OF SERVICES**

##### **GLOUCESTER**

In consideration of a Great Marsh Green Crab Trapping Program administered by the Commonwealth of Massachusetts Division of Marine Fisheries, hereinafter called the Division, in the amount of fifteen thousand (\$15,000.00) dollars, the City of **GLOUCESTER**, hereinafter called the City, shall provide a program to legally collect, remove, and dispose of European green crabs, hereinafter called green crabs, from coastal marine and estuarine waters within its jurisdiction.

In order to provide said Program:

##### **Section 1**

The City shall be responsible for providing the personnel necessary to trap invasive green crabs, where captured green crabs will be removed from coastal marine and estuarine waters and disposed of or otherwise utilized by the harvester or City in a manner that precludes return of live green crabs to coastal marine and estuarine waters. The City shall have discretion over participant eligibility in the Program.

##### **Section 2**

The City agrees that each harvester will obtain a Letter of Authorization (LOA) from the Director of the Division and adhere to conditions set forth in said LOA. The City agrees that trapping shall be conducted during reasonable daytime hours. The City further agrees that any trap equipment and related supplies provided under this contract will remain in use and be dedicated to the purpose of trapping and removing green crabs for the duration of the contract, and be retained by the City for such purposes for the useful life of such equipment, notwithstanding the expiration of this contract. At no time should the City sell equipment purchased with these funds prior to the full term useful life of the equipment.

##### **Section 3**

The City shall secure such legally binding agreements with all collaborators to assure that the provisions of Sections 1 and 2 above are carried out; shall secure and safely preserve a copy of same in the City and shall attach a copy of all such agreements to this contract.

#### **Section 4**

**The City agrees that it will determine a system for collection, storage, transport, and disposal of green crabs captured by this Program in accordance with all applicable federal, state, and local laws and regulations. The City shall secure an agreement with a properly licensed disposal, compost, fertilizer, or other facility that will accept and kill green crabs supplied by the City or its representatives, to assure that the green crabs collected by this Program will be not be returned to coastal marine or estuarine waters. A copy of said Agreement or other such documentation with the accepting disposal facility shall be submitted to the Division by the City prior to the commencement of trapping activities.**

#### **Section 5**

**The City shall provide such planning, legal, accounting, and general oversight services consistent with Massachusetts General Laws and shall keep and maintain such fiscal and personnel records in accordance with generally accepted accounting principles so as to assure the proper administration of this contract.**

- A. It shall be the sole responsibility of the City to provide accountability of all green crab trapping equipment provided for the Great Marsh Green Crab Trapping Program.**

#### **Section 6**

**The City agrees to thoroughly verify, document, and maintain reports of the total daily pounds (and/or standard bags) of green crabs landed by each harvester under the Program at each weigh-in to ensure accurate payments are made. Standardized log sheets at the minimum shall include general trap location, number of traps set, set-over dates, total catch, and disposition of the catch (i.e. sold for bait, disposed, etc.) with all pounds harvested accounted for, whether sold or retained for disposal or other purposes. The City shall also maintain records of the total pounds (and/or standard bags, etc.) discarded at disposal facilities. These reports shall be made available to the Division upon completion of the Program and upon request, as well as accompanying the submission of associated invoices.**

**In accordance with Division regulations, harvesters shall report all commercial catch using the "Monthly Trip-Level Commercial Report" (Attachment C); and the City shall report green crab transactions using the "MA Dealer – Primary Buyer Report" (Attachment D).**

#### **Section 7**

**If funds for this contract are renewed by the legislature, contracts may be renewable at the option of the Director of the Division of Marine Fisheries and the contractor.**

# FY2016 GREAT MARSH GREEN CRAB TRAPPING PROGRAM

## ATTACHMENT B BUDGET

### GLOUCESTER

#### Section 1

The City understands and agrees that the grant amount of fifteen thousand (\$15,000.00) dollars provided by this contract represents the total project cost for trapping, removal, and disposal of green crabs, with no cost match required.

#### Section 2

The Commonwealth will make no payments unless the invoices or other such acceptable materials are accompanied by copies of catch reports and weigh-in logs identified in Section 6, Attachment A of this contract, properly documenting the quantity of green crabs landed and removed from the water for the period represented by the invoices and other documentation of expenses.

#### Section 3

Payments not to exceed one hundred percent (100%) of operational costs of fifteen thousand (\$15,000.00) dollars shall be made by the Commonwealth to the City upon receipt of proper invoices as provided above for the following acceptable uses of funds:

- payout to harvesters for green crabs landed at the standardized rate of \$0.40 per pound of green crabs landed within the Great Marsh,
- purchase of traps and associated supplies necessary and reasonable for the operation of the Program,
- and reimbursement for green crab disposal if required as further detailed in Section 4.

#### Section 4

Request for reimbursement for services necessary to dispose of green crabs landed under this Program shall be made by the City to the Commonwealth, not to exceed ten percent (10%) or up to one thousand five hundred (\$1,500.00) dollars of total Program costs. Invoices for disposal fees shall be accompanied by a copy of the Agreement or other such documentation with the accepting disposal facility and receipt of payment for the disposal fee.

#### **Section 5 – Unauthorized use of funds**

The Division has the right to request supporting documentation at any time, within seven years of the contract end date; and/or perform site visits, to confirm that funds were used in accordance with the goals of the Great Marsh Green Crab Trapping Program. Funds may not be used except as otherwise described in sections 3 and 4 of this agreement

#### **Section 6 – Dispersal of funds**

The Division will disperse funds to the City upon proof of contract deliverables, as authorized in Attachment A. Invoices from the City can be submitted on a monthly or later basis, with funds to be dispersed no later than 45 days after submittal, up to the allotments established by the Office of Administration and Finance. Invoices to be paid must be dated within the contract fiscal year and must be received by the Division no later than June 30, 2016.

#### **Section 7 – Reimbursement of funds**

The Division reserves the right to seek reimbursement of unauthorized use of funds on behalf of the constituents of the Commonwealth should discovery be made of such occurrence(s). Formal notice from the Division will be made in writing.

**FY2016 Great Marsh Green Crab Trapping Program**

**ATTACHMENT C**  
**Monthly Trip-Level Commercial Report**

**FY2016 Great Marsh Green Crab Depletion Program**

**ATTACHMENT D  
MA Dealer – Primary Buyer Report**



**Quantity should indicate the number of pounds, pieces, bushels, or meat pounds.**  
**Designate the appropriate unit in the Unit field.**

Common Species Codes (If a species is not listed, please spell out the name)		
BSB	MAC	IMAC
Black Sea Bass	Mackerel, Atlantic	MAC
Bluefish	Menhaden (Pogies/Bunker)	MEN
Butterfish	Mussel, Blue	MUS
Clam, Blood	Oyster, Eastern	OYS
Clam, Razor	Oyster, Eastern - Undersized	OYSU
Clam, Sea	Perch, Ocean (Redfish)	RED
Clam, Soft Shell	Pollock, Atlantic	POLL
Clam, Surf	Quahog, Cherrystone	QCHER
Clam, Surf - Undersized (Butter Clam)	Quahog, Chowder	QCHO
Cod, Atlantic	Quahog, Littleneck	QLIT
Crab, Green	Quahog, Topneck	QTOP
Crab, Horseshoe - Female	Quahog, Northern - Undersized	QUND
Crab, Horseshoe - Male	(Pasta Clam)	
Crab, Jonah	Scallop, Bay	SCB
Crab, Rock	Scallop, Sea	SCAL
Cusk	Scup	SCU
Dogfish, Spiny	Sea Urchin	URCH
Dolphinfish	Shark, Mako	MAKO
American Eel	Shrimp, Pandalid	SHR
Flounder, American Plaice (Dab)	Skates	SKT
Flounder, Sand Dab (Windowpane)	Skates - Wings	SKTW
Flounder, Summer (Fluke)	Smelt	SMLT
Flounder, Winter (Blackback)	Squid, Loligo	SQL
Flounder, Witch (Gray Sole)	Striped Bass	STB
Flounder, Yellowtail	Swordfish	SWD
Goosefish (Monkfish)	Tautog	TAU
Goosefish (Monkfish) - Tails	Tuna, Albacore	ALB
Haddock	Tuna, Big Eye	BET
Hagfish	Tuna, Bluefin	BFT
Hake, Red (Ling)	Tuna, Yellowfin	YFT
Hake, Silver (Whiting)	Weakfish	WKSQ
Hake, White	Whelk, Channeled	WHKC
Hallbut, Atlantic	Whelk, Knobbed	WHKN
Herring, Atlantic Sea	Whelk, Waved	WHKW
Lance, American Sand	Wolfish, Atlantic	WOL
Lobster, American		

Gear Codes*	
By Hand, Diving Gear	750
By Hand, No Diving Gear	760
Fish Weir	071
Gill Nets	200
Hand Lines	700
Hand Rakes	620
Harpoon	650
Longline	400
Other Gears	800
Otter Trawl	090
Pots & Traps, Black Sea Bass	147
Pots & Traps, Conch	131
Pots & Traps, Eel	138
Pots & Traps, Other	180
Pots & Traps, Lobster	160
Pots & Traps, Scup	146
Purse Seine	030
Rod and Reel/Hook & Line	300
Shellfish Dredge	500

Catch Source	
Standard	S
Carred	C
Withdrawal from Car	W
Aquaculture	A
RSA	R

Disposition Codes	
Sold (Food)	001
Sold (Bait)	008
Sold (Biomedical)	005
Personal Use	002

Units of Measure	
Pounds	LB
Count/Pieces	CT
Bushels	BU
Meat Pounds	MP

\*Note: Many gear codes changed in 2012.  
 Pot fishermen should choose the appropriate pot type. Oyster aquaculture farmers should choose "Other Gears" if no other gear is applicable.





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):		<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>		<b>Business Mailing Address:</b> 251 Causeway Street, Suite 400, Boston, MA 02114	
<b>Contract Manager:</b>		<b>Billing Address (if different):</b> 30 Emerson Ave., Gloucester, MA 01930	
<b>E-Mail:</b>		<b>Contract Manager:</b> Kelly Whitmore	
<b>Phone:</b>	<b>Fax:</b>	<b>E-Mail:</b> kelly.whitmore@state.ma.us	
<b>Contractor Vendor Code:</b> VC 6000 192096		<b>Phone:</b> 978-282-0308 x102	<b>Fax:</b> 617-727-3337
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CITYGLOUCESTER010016	
		<b>RFR/Procurement or Other ID Number:</b> Legislative Earmark pursuant to c.46, Acts of 2015	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input 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 checked="" 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 <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <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.) <input type="checkbox"/> <u>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). \$ <u>15,000</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); ___ 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.) For a Great Marsh Green Crab Trapping Program FY2016, pursuant to c.46, Acts of 2015. The City of Gloucester may invoice monthly based on periodic allotments as established by the Office of Administration and Finance, and in accordance with Addendum 1.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" 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 <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 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> . <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>June 30, 2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<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)	
<b>Print Name:</b> _____		<b>Print Name:</b> Kevin Creighton	
<b>Print Title:</b> _____		<b>Print Title:</b> Chief Fiscal Officer	

# 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 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 Paving 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 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

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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 MARS 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, s. 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, s.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, s.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 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

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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 XVII 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; TJR 05-11; New Independent Contractor Provisions and applicable TRs.

**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 COMMBUYS subscription process at: [www.commbuys.com](http://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 "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

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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 JRS 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.

**City Hall  
Nine Dale Avenue  
Gloucester, MA 01930**



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

**CITY OF GLOUCESTER  
OFFICE OF THE MAYOR**

**MEMORANDUM**

**TO: City Council**  
**FROM: James Destino, Chief Administrative Officer**  
**RE: Gloucester EDIC Grant**  
**DATE: February 16, 2016**

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The Gloucester EDIC has agreed to provide a grant in the amount of \$10,000 to support the City of Gloucester's participation at the Seafood Expo North America to be held in Boston March 6-8, 2016. In addition, the EDIC has agreed that if the City finds there are insufficient funds from all sources to meet Seafood Expo costs, the EDIC will provide up to an additional \$2,500 in matching funds from any other sources to cover such a shortfall.

We are respectfully requesting City Council acceptance of this grant from the Gloucester EDIC.

## Christine Pantano

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**From:** Jim Destino  
**Sent:** Tuesday, February 16, 2016 1:59 PM  
**To:** Christine Pantano  
**Subject:** FW: Grant Request from City of Gloucester Regarding 2016 Seafood Expo North America

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**From:** Sal Di Stefano  
**Sent:** Tuesday, February 16, 2016 1:49 PM  
**To:** Jim Destino  
**Cc:** Gregg Cademartori  
**Subject:** FW: Grant Request from City of Gloucester Regarding 2016 Seafood Expo North America

Jim,

Below is the award letter. We have hit our limit with POs and was hoping that we can get this award from EDIC for the Seafood show approved asap. Thank you.-Sal

Salvatore L. Di Stefano, Sr.  
Economic Development Director  
City of Gloucester  
978-282-8017  
[sdistefano@gloucester-ma.gov](mailto:sdistefano@gloucester-ma.gov)  
@InnovateGlosta

**From:** Tom Gillett [<mailto:tom.gillett@att.net>]  
**Sent:** Wednesday, February 3, 2016 9:15 AM  
**To:** Sal Di Stefano  
**Cc:** Becky Bernle; John Cunningham; Ruth Pino; Alan Hagstrom  
**Subject:** Grant Request from City of Gloucester Regarding 2016 Seafood Expo North America

Dear Sal:

Thank you for attending the Gloucester EDIC Board meeting on Thursday January 28, 2016 where you answered questions about the City of Gloucester's request of the EDIC for a grant to support the City's participation at the Seafood Expo North America to be held in Boston March 6-8, 2016.

We are proud to confirm to you that by a unanimous vote of our Board the EDIC has agreed to not only grant your request, but has included terms for additional funds in case the original request proves to be insufficient. Specifically:

- The Gloucester EDIC grants to the City of Gloucester \$10,000 to support the City's presence at and plans for the 2016 Seafood Expo North America.
- In addition, if the City finds that there are insufficient funds from all sources to meet their Seafood Expo costs, then the Gloucester EDIC will provide up to an additional \$2,500 in matching funds from any other sources to cover such shortfall.

The Gloucester EDIC lauds the City for what it accomplished at last year's Expo and is impressed with your plans for this year. We are honored to be able to support this effort.

Sincerely,

Tom Gillett  
Executive Director – Gloucester EDIC  
978-235-2125  
Gloucester EntrepreneurSHIP

