

CITY CLERK
GLOUCESTER, MA

2019 JAN 10 AM 8:49

This meeting is recorded



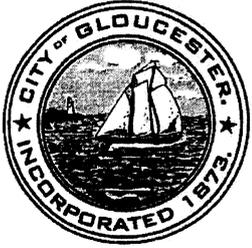
GLOUCESTER CITY COUNCIL
Budget & Finance Committee Meeting
Thursday, January 17, 2019 – 5:30 p.m.
1st Fl. Council Committee Room – City Hall
AGENDA

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

1. *Memorandum from City Clerk re: acceptance of a donation to the Archives Committee in the amount of \$500*
2. *Memorandum from Assistant DPW Director re: payment of FY18 invoice with FY19 funds*
3. *Memorandum, Grant Application & Checklist from Planning Director re: request acceptance of a Planning Assistance Grant in the amount of \$28,790*
4. *Memorandum from Harbormaster re: request acceptance of Great Marsh Green Crab Trapping Program Grant in the amount of \$12,500*
5. *Memo from City Auditor regarding accounts having expenditures which exceed their authorization & Auditor's Report and other related business*
6. *Memorandum from Community Development Director re: Community Preservation Committee off-cycle recommendation*

CC: Mayor Theken
Jim Destino
Kenny Costa
John Dunn
Joanne Senos
Mark Cole
Gregg Cademartori
Jill Cahill
Jaimie Corliss
Harbormaster Thomas Ciarametaro

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.



OFFICE OF THE CITY CLERK

9 Dale Avenue • Gloucester, Massachusetts 01930

Office (978) 281-9720

Fax (978) 282-3051

E-mail: jsenos@gloucester-ma.gov

TO: Mayor Sefatia R. Theken and City Council

FROM: Joanne M. Senos, City Clerk *jsenos*

DATE: December 12, 2018

RE: Acceptance of a donation to the Archives Committee in the amount of \$500

A donation in the amount of \$500 was made to the Archives Committee on December 5, 2018 and received on December 10, 2018 from the Cape Ann Chapter, Daughters of the American Revolution.

On behalf of the Archives Committee, I am requesting that this matter be placed on the next Mayor's Report for referral to the Budget & Finance committee for approval and recommendation to City Council for acceptance of said donation.

I will be available to answer questions and provide further information as required.

Thank you.

NATIONAL SOCIETY OF THE DAR
 CAPE ANN CHAPTER DAR
 1 OAK HILL LANE, #105
 NASHUA, NH 03062

53-7086/2113
 880036066

2167

DATE 12-5-2018

PAY TO THE ORDER OF Gloucester Archives Committee \$ 500.⁰⁰ ^{no}

Five Hundred and ^{no} 00 DOLLARS

CAPE ANN SAVINGS BANK
 GLOUCESTER, MA 01930
 MANCHESTER, MA 01944

MEMO [REDACTED]

Cynthia Mallett

Dec. 8, 2018

Dear Sarah,
 On behalf of the Cape Ann Chapter,
 Daughters of the American Revolution,
 it is my honor and pleasure to enclose
 our check in the amount of \$500 to help
 support your worthy activities at the
 Gloucester Archives. We are grateful
 to you, your staff and volunteers for your
 hard work and dedication to the objectives
 of your organization which benefit our
 communities.

Sincerely,
 Mrs. Mary Wilhelm-Regent

Public Works
28 Poplar Street
Gloucester, MA 01930



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

CITY OF GLOUCESTER
DEPARTMENT OF PUBLIC WORKS

CITY CLERK
GLOUCESTER, MA
2019 JAN 10 AM 11:10

TO: Melissa Cox, Budget & Finance Chair
CC: Ken Hecht, Scott Memhard
FR: Mark Cole, Asst. Director Public Works
DT: January 10, 2019
SUBJ: Correction to January 2, 2019 Memo

Please make the following adjustment to the Memo submitted on January 2, 2019 regarding an overdue Police Detail Invoice:

Please change funding source from DPW Public Services Purchase of Services 0147052-520000 to Public Services Police Detail 0147052 – 530018

Thank you

Public Works
28 Poplar Street
Gloucester, MA 01930



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

CITY OF GLOUCESTER
DEPARTMENT OF PUBLIC WORKS

TO: Mayor Sefatia Romeo Theken
FR: Mark Cole, Asst. Director Public Works *MC*
DT: January 2, 2019
SUBJ: Unpaid Invoice

Please submit the following FY17 invoice to the City Council with the next Mayor's Report for the next City Council meeting. We are unable to pay for this invoice without approval from the City Council.

The attached police detail was not received by the DPW main office until after the close of FY17. We were not able to carry over money to cover the invoice and are asking City Council for permission to pay with FY18 funds

DPW Public Services - 520000 Contract Service

Gloucester Police Department Invoice #18-267-DV dated 6/26/2018	\$528.00
Total	\$582.00



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

Chief John McCarthy
(978)281-9775

Nocella C/O City of Gloucester
Attention: Lauren
POPLAR ST
Gloucester, MA 01930

Invoice For Details

EXTRA POLICE DETAIL ACCOUNT
Org 31084 Obj 437000

Today's Date	06/26/2018
Page	1 of 1
Billing Date	06/23/2018
Invoice #	18-267-DV
Total	528.00

Make checks payable to the City of Gloucester. Net 30 Terms.

ID/Name: P1036 - Patrol Officer Andrew Knickle					
Worked: 06/15/2018		Entered: 06/23/2018		Comments: CONCORD/MAGNOLIA LINE PAINTING	
Hours: 2.0	Cost Code: CONS	Cost: 96.00	Admin Fee: 0.00	Other Fee: 0.00	Total: 96.00
Hours: 6.0	Cost Code: DETO	Cost: 432.00	Admin Fee: 0.00	Other Fee: 0.00	Total: 432.00
All Charges For This Invoice		Cost: 528.00	Admin Fee: 0.00	Other Fee: 0.00	Total: 528.00

Accounts past due will be charged 14% interest.

Police details bill a four hour minimum.

Detail overtime rates apply for night, weekend, and holiday work or jobs that exceed eight hours.

GPD OVERTIME/DETAIL PAY REQUEST

Officer: ANDRA KNICKLE Date of duty: 6/15/18

Location: CONCORD ST./MAGNOLIA AVE Hours worked: 1200AM to 500AM

= 8 ⁶ _{OT} ² total hours

P Number: P1036

"A" Work

- Protocol backfill
- Prisoner transport
- Court
- Writing report
- Investigation
- Fiesta detail
- EMD
- Grant
- Other training
- Other OT: _____
- Apply OND: _____ hours at _____ %

"B" Work

Complete "Outside Employer" section below.

Apply Detail OT Rate: 86 hours w/cruiser

"C" Work

Complete "Outside Employer" section below.

"D" Work

- Beach job
- Other city job
- Wingsheek Private
- Other employer (Complete "Outside Employer" section below.)

Outside Employer: (NOCELLA PAVING)

Company: CITY OF GLOUCESTER In-charge: MIKE CARRIGAN

Billing address: _____

City, State, ZIP: _____

* LINE PAINTING *



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

Chief John McCarthy
(978)281-9775

Customer Statement

Nocella C/O City of Gloucester
Attention: Lauren
POPLAR ST
Gloucester, MA 01930

Today's Date	11/05/2018
Page	1 of 1
0 - 30 Days	0.00
31 - 60 Days	0.00
61 - 90 Days	0.00
Over 90 Days	528.00
Outstanding	528.00

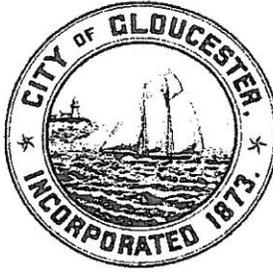
Make checks payable to the City of Gloucester. Net 30 Terms.

Invoice # 18-267-DV	Billed: 06/23/2018	Age: 135 Days	Outstanding: 528.00
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Accounts past due will be charged 14% interest.

Police details bill a four hour minimum.

Detail overtime rates apply for night, weekend, and holiday work or jobs that exceed eight hours.



City of Gloucester
Grant Application and Check List

Granting Authority: State X Federal Other

Name of Grant: FY 2019 Planning Assistance Grant

Department Applying for Grant: Community Development

Agency-Federal or State application is requested from: MA Executive Office of Energy and Env. Affairs (EEA).

Object of the application: Open Space and Recreation Plan (OSRP) Update

Any match requirements: \$ 2,500 & \$3,000 In-kind.

Mayor's approval to proceed: _____
Signature Date

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

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

City Council's Approval or Rejection: _____
Vote Date

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

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

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

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

FORM: AUDIT GRANT CHECKLIST – V.1

City Hall Annex
Three Pond Road
Gloucester, MA 01930



GREGG M. CADEMARTORI
Planning Director
tel 978-325-5242
gcademartori@gloucester-ma.gov

**CITY OF GLOUCESTER
Community Development Department
Planning Division**

Date: January 2, 2019
To: Mayor Sefatia Romeo Theken
From: Gregg Cademartori, Planning Director
CC: Jill Cahil, Community Development Director
Re: Planning Assistance Grant Acceptance (FY 19)

We are pleased to announce that on November 2, 2018, the City was awarded a \$28,790 grant from the Massachusetts Executive Office of Energy and Environmental Affairs (EEA). In coordination with the Metropolitan Area Planning Council (MACP), the City will update its Open Space and Recreation Plan (OSRP). Through this process the City will work ensure the OSRP meets the recreational and open space needs of its residents and identifies the role in which Gloucester's open space may serve with respect to climate change adaptation and mitigation. Aligned with the Executive Office's Sustainable Development Principles, this work seeks to advance equity and encourage multi-jurisdictional coordination.

Please forward this announcement to the City Council for review and acceptance.

Staff is available to answer any questions.



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

December 12, 2018

Gregg M. Cademartori, Planning Director
City of Gloucester
3 Pond Road
Gloucester, MA 01930

Dear Mr. Cademartori:

Congratulations! We are pleased to notify you that the City of Gloucester has been awarded a Planning Assistance grant of \$28,790 to update the City's 2010 Open Space and Recreation Plan. We want to thank you for your commitment to enhancing environmental stewardship and providing recreational opportunities for the citizens of Gloucester. Through this funding and your continued support, we hope to improve land use and land conservation practices in communities across the Commonwealth.

You will be receiving further instructions from the Executive Office of Energy and Environmental Affairs on the next steps, and please feel free to contact Kurt Gaertner, (kurt.gaertner@mass.gov) if have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

Handwritten signature of Charles D. Baker in black ink.

Handwritten signature of Karyn E. Polito in black ink.

City Hall Annex
Three Pond Road
Gloucester, MA 01930



GREGG M. CADEMARTORI
Planning Director
tel 978-325-5242
gcademartori@gloucester-ma.gov

CITY OF GLOUCESTER
Community Development Department
Planning Division

May 22, 2018

Mr. Kurt Gaertner
Director, Smart Growth & Energy
Executive Office of Energy & Environmental Affairs
100 Cambridge Street, 9th Floor
Boston, Massachusetts 02114

Dear Mr. Gaertner:

Please find the City of Gloucester's enclosed proposal for the Planning Assistance Grant Program opportunity administered by the Executive Office of Energy & Environmental Affairs (EEA). Gloucester seeks to obtain funding to undertake the update of its 2010 Open Space and Recreation Plan (OSRP). In accordance with the Commonwealth's Sustainable Development Principles, this proposal seeks to:

Advance the equitable sharing of benefits and burdens; protect Gloucester's land and ecosystems while using natural resources more efficiently; support Gloucester's climate adaptation efforts; and illustrate the regional value of Gloucester's open space.

The City of Gloucester is requesting \$ 28,790 from EEA to support the work outlined above. The City of Gloucester will be partnering with the Metropolitan Area Planning Council (MAPC) which has agreed to provide a match of \$9,000 to the proposed grant. The City of Gloucester will also be providing an in-kind cash match of \$2,500 and significant professional staff support that will represent an overall match of more than 40% of the total project cost.

Thank you in advance for your consideration and please do not hesitate to contact us with any questions. We look forward to advancing this important effort and identifying how open space planning can promote local and regional climate mitigation and adaptation strategies.

Sincerely,

Gregg M. Cademartori
Planning Director



SMART GROWTH AND REGIONAL COLLABORATION

May 23, 2018

Kurt Gaertner
Executive Office of Energy & Environmental Affairs
100 Cambridge Street, 9th Floor
Boston, MA 02114

Re: EEA Planning Assistance Grant proposal from City of Gloucester

Dear Mr. Gaertner:

The Metropolitan Area Planning Council (MAPC) has reviewed the City of Gloucester's proposal for the Planning Technical Assistance Grant program. The City would use these funds to develop a 7-year Open Space and Recreation Plan in order to better serve the recreation and open space needs of its residents, and to determine ways in which the open space and natural resources of the city may be managed to mitigate or adapt to climate change.

The total estimated budget for this project is \$40,290. The grant request from EEA is \$28,790. MAPC hereby commits to provide the match of \$9,000 to the proposed \$28,790 grant.

When the MAPC match is combined with the City commitment of \$2,500 in cash, this results in a cash match of \$11,500, which is roughly a 40% cash match (See attached budget sheet). In addition, the city is estimating that it will commit an additional \$3,000 of staff time to the project, bringing the total match to \$14,500, which represents a 50% match to the \$28,790 grant request.

We strongly support the Gloucester proposal, believing that it is entirely consistent with the goal of protecting and managing open space for the current and future residents of the town and the region, and for planning ahead for climate change, as envisioned by the *MetroFuture* regional plan, and supported by the Baker Administration. We look forward to working with the City of Gloucester on developing this plan, and hope that the proposal receives a positive response from the EEA.

Sincerely,

A handwritten signature in black ink that reads 'Rebecca Davis'. The signature is fluid and cursive, with the first name 'Rebecca' and last name 'Davis' clearly legible.

Rebecca Davis
Deputy Director

PLANNING ASSISTANCE GRANT PROGRAM (FY 2019)

RFR ENV 19 DCS 11

Applicant: City of Gloucester

Address: City Hall Annex - 3 Pond Road, Gloucester, MA 01930

Local Project Manager:

Name: Gregg Cademartori, Planning Director
Department: Community Development Department - Planning Division
Email: gcademartori@gloucester-ma.gov
Phone: (978) 325-5242
Fax: (978) 281-9779

Type of Project: 7-Year Open Space and Recreation Plan (OSRP) Update

Project Title:

Gloucester Open Space Planning Update: Identifying Overlapping Interests and Priorities in Resource Management, Recreational Opportunity, and Resiliency.

Total Project Cost: \$ 40,290

Match Amount: \$ 14,500 (\$11,500 cash / plus staffing in-kind match)

Grant Amount Requested: \$ 28,790

Project Description:

The City of Gloucester (the City) proposes to undertake the update of its 7-year Open Space and Recreation Plan to order to meet the recreational and open space needs of its residents, meet the needs of and to potentially benefit economically from the influx of visitors who use the natural resources of the City for recreational purposes, and to identify the role Gloucester's open space may serve in climate change adaptation and mitigation strategies in the City and the region.

Since the development of Gloucester's last OSRP in 2010, the City has participated in the Executive Office of Energy and Environmental Affairs (EEA) newly established Municipal Vulnerability Preparedness Program (MVP). In 2017, The City was awarded a MVP planning grant to support its resiliency efforts, thereby strengthening the City's pending MVP designation, and providing additional basis for the prioritization of projects and initiatives including the subject of this grant request. The City and MAPC acknowledge the synergistic relationship between Gloucester's MVP and prospective OSRP efforts, and hope to further identify and capitalize on the overlapping benefits.

The City anticipates working with the Metropolitan Area Planning Council (MAPC) on this project. The following Scope outlines the process to be undertaken; the attached budget (Attachment A) indicates the details of the scope elements and the budgets; it also outlines the proposed for grant and match.

This proposal addresses the following Massachusetts Sustainable Development Principles:

2. Advance Equity

The OSRP will seek to identify how to more equitably share the benefits and burdens pertaining to recreational opportunities and climate impacts among Gloucester residents, especially concerning its Environmental Justice populations.

4. Protect Land and Ecosystems

Updating the City's OSRP will enable the City to better plan for the protection of its sensitive natural resources, improvement of ecosystem services, and Gloucester's ability to better manage those areas capable of meeting recreational needs of residents and visitors.

8. Increase Job and Business Opportunities

The visitor-based economy, especially day-trips to the region, is a significant factor in the local Gloucester economy. The OSRP will protect resources critical for sustaining and expanding this economic sector.

9. Mitigate and Adapt to Climate Change

Undertaking the plan will enable to City to better determine ways that existing or potential open spaces in City can contribute to enhanced resilience from climate impacts. OSRP efforts will support concurrent vulnerability and risk assessment management projects funded through EEA's MVP Program.

and

10. Plan Regionally

The multi-community benefits from Gloucester's natural resources, illustrates the importance of multi-jurisdiction coordination. Gloucester is situated at the southern end of the Great Marsh, a coastal habitat for birds and wildlife, which extends north through Ipswich and Newbury. At Gloucester's western border, a semi-continuous woodland extends from Beverly through Manchester, Essex, to Rockport.

Project Approach – City of Gloucester working with Metropolitan Area Planning Council (MAPC)

This City of Gloucester is please once again to partner with MAPC and build on our recent successes including a Transit Oriented Development Study (2014) of the downtown MBTA station area in Gloucester and our recently approved 2017 Housing Production Plan. We are confident that our combined efforts will result in a valuable open space planning tool for the community and the region. The following is an outline and narrative prepared by MAPC describing the way in which it will provide its technical support.

MAPC's Open Space and Receptions Plans (OSRPs) are informed by data, animated by deep public engagement, and dedicated to producing actionable results. Our approach has been perfected over the multiple OSRPs we have crafted for municipalities in Greater Boston and through our required review of all other such plans put forward in the region.

Gloucester's OSRP Update will meet the latest Division of Conservation Services (DCS) requirements, and be written in accordance with the *Open Space and Recreation Plan Requirements* (the Requirements) and the *Open Space and Recreation Planner's Workbook* (the Workbook). Note that MAPC Principal Planner Ralph Willmer, who will supervise work on the Gloucester OSRP, was a co-author of the 2001 update to the Workbook.

MAPC will work directly with the City of Gloucester and the Open Space and Recreation Committee overseeing the project to determine the community's park and recreation assets and to understand the City's key challenges as it plans for the next seven years.

We propose immersing ourselves in the community at the beginning of the project. This immersion will allow us to become familiar with Gloucester's open space and recreation resources and with issues that have changed since the 2010 Gloucester OSRP was prepared. We will ask for a tour of the key facilities and open spaces so we can learn more about the resources to protect and the specific future needs to be addressed. MAPC will also want to meet with the City staff involved with the OSRP and the Committee established to oversee the project. Such meetings are a critical element in ensuring that all members of the team are in general agreement as to the scope and conduct of the work.

Preparation is central to making the most out of any meeting. Prior to this initial meeting, MAPC will review the 2010 OSRP and any other relevant Gloucester plans so that we are familiar with all previous public input relevant to Open Space and Recreation Plan. At the meeting, we will establish a schedule and plan for outreach to other relevant City commissions and boards such as the Planning Board, Community Preservation Committee, Disabilities Commission, Council on Aging, and the Conservation Commission.

MAPC will review the 2010 OSRP as a basis for understanding the goals of the community at that time, and to determine what sections of the report may provide data for the 2018 update. We will prepare an outline that identifies the roles of both MAPC and the City in collecting the necessary information to complete the Plan in a timely manner. MAPC will use our extensive and flexible database, MAPC's *Metro Boston Data Common*, to quantify and document changes since the previous plan. Demographic changes, such as in age, gender, disabilities, race, environmental

justice and related data, as well as changes in housing and income, will all be considered. Our goal is to use this data to support programs and facility improvements that meet the open space and recreation needs of all of Gloucester's residents, regardless of age, background, or ability.

It will be important to understand what improvements to park and recreation facilities have been made, as well as any recent open space acquisitions, changes to municipal infrastructure, and zoning amendments. Any updates with respect to facilities and acquisitions will be reflected in changes to the inventory in Section 5 of the Plan. We also understand that the City wishes to ensure the inventory of lands has a clear identification of current and allowed uses, level of protection, ownership, and management responsibility.

An important aspect of the plan will be community engagement. MAPC will work with The City to build upon the City's 2017 community engagement efforts, ensuring that all stakeholders – especially those who are often under-represented in the planning process – have an opportunity, and are encouraged to participate in the plan. In particular, MAPC and the City will look to gain input from its Environmental Justice populations. We will reach out to the people who live, work, and play in Gloucester in interesting, energizing, and accessible ways.

Access, availability and exposure to public and green spaces has been shown to benefit the social, physical, mental health, and safety of residents. These tasks will focus on municipal actions to incorporate health perspectives (e.g., input from local health department, health centers) as well as research, data and strategies into the Open Space and Recreation Plans (OSRP). The process will consider resources and strategies for open space preservation and development that create healthier and resilient communities, and consider equitable health resources and health conditions of all residents. MAPC will work with the appropriate City staff/committee to undertake the Americans with Disabilities Act (ADA) Self Evaluation of the existing parks and conservation areas.

Scope of Services

MAPC will prepare the 2018 OSRP in accordance with the requirements and the Workbook as described above.

Some of the information necessary for the OSRP will be best obtained from our databases by our Data Services group, and some will be requested from various City departments, boards and commissions. MAPC will identify what information is required and work with the City to obtain access to it.

MAPC will prepare the OSRP as follows:

- Plan Summary – Brief summary of the Plan, the planning process, and the City's overall aspirations for open space and recreation.
- Introduction – This section will set forth the purpose of the Plan and the Community Vision, and will describe the public process that created that vision.
- Community Setting – MAPC will elaborate on the regional context of the Plan and how it fits into MAPC's MetroFuture goals and objectives. MetroFuture is the regional land use and policy plan for Metro Boston. Certain subsections of the 2010 OSRP may not require

significant updating (such as the history of Gloucester), but others will: the population and demographic data, land use, growth and development patterns, infrastructure issues, among others. MAPC will work with the City to gather this information. Where appropriate, MAPC will present the information in graphic as well as in narrative form to make the document easier to read.

- Environmental Inventory and Analysis – This section will include information relating to vegetation, fisheries, and wildlife, scenic resources and unique environments, and environmental challenges. The Workbook details what is required. While there is environmental data that can be obtained from the MassGIS system, it will be important to augment what is available from state or MAPC resources with local data from such sources as the Gloucester Conservation Commission.
- Inventory of Lands of Conservation and Recreation Interest –MAPC will work with the City to ensure that the 2010 OSRP list of Lands of Conservation and Recreation Interest matrix is updated to reflect new acquisitions, park improvements, changes in the use or condition of open space and park land, changes in availability of lands (some may have been developed since 2010) and other new information. This inventory will reflect all public, private, and non-profit lands, including any Chapter 61, 61A, and 61B parcels. If needed, we will expand upon the description of the City’s primary open spaces and add photographs and maps to provide more detail about those important resources. MAPC will work with the Open Space and Recreation Committee to coordinate this work.
- Community Vision – This section will include the vision and goals as determined through the public outreach process. When it comes to visioning, we bring our community outreach and meeting design expertise, and we don’t neglect our sense of fun. The result is a vision that reflects the community’s values and aspirations, and that, in its creation, piques interest and buy-in. In addition to the development of City-wide goals and objectives related to open space, MAPC and the City will use the first public forum to gather specific feedback on goals and design elements for a proposed skate park.
- Analysis of Needs – MAPC will reach out to a wide range of stakeholders – from sports leagues to historic/cultural groups to environmental advocates and others – to understand their assessment of the City’s open space and park resources and future resource protection, community, and management needs. Based on this outreach and on an evaluation of the Gloucester’s open space and recreational facilities, MAPC will prepare an analysis of needs to determine where municipal resources can be employed to improve Gloucester’s facilities. MAPC will incorporate relevant information from the 2012 Statewide Comprehensive Outdoor Recreation Plan (SCORP) and the MAPC MetroFuture Regional Plan to assess regional needs. Regionally significant resources utilized by Gloucester residents will also be considered in this analysis. Additionally, management and facility maintenance needs will be considered.

- Goals and Objectives – This section will include the goals and objectives beginning with an assessment of those of the 2010 OSRP and merge them with those derived from the public outreach process and the evaluation of the information presented in the previous sections of the Plan.
- Seven Year Action Plan – This is the most significant section of the Plan, since it will detail the specific actions to be taken, the timeline for implementation, the parties responsible for proceeding with each action item, and the associated funding opportunities where appropriate. The goal is to prepare and implement a program that is achievable and that prioritizes those actions the City deems most important. MAPC will recommend that a list of significant accomplishments in implementing the recommendations in the 2010 Plan be delineated in this section.
- Public Comments – MAPC will collect all the required endorsement letters and any public comments to append to the Plan.
- References – The relevant sources and reference documents will be listed.
- MAPC will prepare the eight required maps, including the Action Plan Map, for the Plan as described in the Workbook and incorporate them into the applicable sections of the Plan. The Action Plan Map is to be derived from the initial public and staff input, MAPC data analysis, and the needs assessment and will be presented at the second public forum. All maps and data layers will be provided to the City to for incorporation in the City’s public online GIS viewer.

Public Participation and Outreach Process

MAPC will meet four times with the Committee to obtain information, discuss the planning process, and develop public outreach that reaches as diverse an audience as possible. Two public forums will be conducted as part of the planning process.

The purpose of the first public meeting is to present preliminary findings and to solicit input that will be used to generate a community vision and goals. The second public meeting will focus on obtaining public input on the draft recommendations and the Action Plan Map (note that this second event may be either a second forum, or a booth at a large public event that is designed to reach a broad cross-section of Gloucester’s population. These meetings are for the general public and open space and recreation stakeholders, and will be broadly advertised through the press and through City committee contacts.

MAPC will discuss the specific format for these meetings with City staff and the committee and will prepare the necessary presentation material and maps for these meetings.

Report Preparation

MAPC will prepare a draft Open Space and Recreation Plan for City review and comment. This is an iterative process conducted by emailing drafts and soliciting revisions, and that may involve one meeting to iron out any major issues. Upon receipt of the City’s comments, MAPC will prepare a final Plan for submission to DCS. MAPC will work with the City to ensure that the

letters of support are incorporated into Section 10 of the Plan. Any changes required by DCS will be addressed by MAPC and the Plan will be re-submitted for final DCS approval.

Schedule

MAPC anticipates completion of the Plan for submittal and approval by DCS by the spring of 2019; we suggest that the schedule be discussed at the kick-off meeting, specifically regarding the timing of the public forums. MAPC will prepare a draft of the plan for DCS review in time for the City to be eligible for submission of either a LAND or PARC grant application if the City decides to proceed with one.

The DRAFT schedule shown below will be made more specific by working with the Committee.

- Project kick-off: Summer 2018
- Data collection and assessment: Summer - Fall 2018
- Begin preparation of Draft Plan: Summer-early Fall 2018
- First public forum: Fall 2018
- Second public forum: Winter 2018 -19
- Draft Plan: late Winter2019
- Final Plan: Spring 2018

Budget

See the attached spreadsheet for the details of the budget for this project, broken down by tasks.

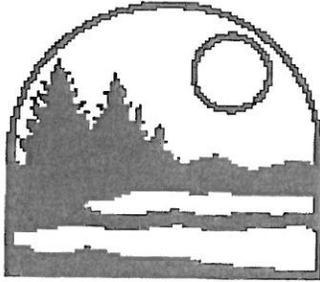
MAPC estimates total cost to complete the above will be \$40,290. The City is seeking an EEA Planning Grant for \$28,790; Metropolitan Area Planning Council is committing to provide a \$7,197.50 match for this Planning Grant and the City is committing to a \$5,500 match; together these matches represent a total match of \$11,500, which is a 40% match. (see attached detailed budget sheet). In addition, the City is committing significant hours of staff time.

It is estimated that with a project start in late summer 2018, the project should be completed by 6-30-19. Therefore, it is anticipated that all grant funds would be expended in FY19.

Attachment A:

City of Gloucester Open Space and Recreation Plan Update - Cost Proposal Prepared by the Metropolitan Area Planning Commission

Task #	Task Description	Relevant Sections of the Plan	Hours				Total Cost	Grant Request from FEMA	Continued NAAP and Other Funds
			Project Manager/Planner	GIS Data Center	Project Manager (in \$/hour)	GIS Dept. (in \$/hour)			
1	Initial Meeting and Briefing and subsequent updates with staff/Committee					\$6,218.00	\$1,798.11	\$1,111.89	
	NAAPC considers the meeting to be critical for the importance of making sure that all members of the team are in general agreement as to the scope and content of the report. Prior to the next meeting, NAAPC will review the current plan and highlight those sections of the plan that are likely to require updating. This will be reviewed with the open space committee to identify specific information requests under Task 2.								
	Initial Meeting	All sections	20.0	0.0	\$1,800.00	\$0.00	\$1,800.00		
	Meeting #1	All sections	4.0	0.0	\$360.00	\$0.00	\$360.00		
	Up to 3 additional meetings with staff/Committee during the OSRP process to prepare for items and to obtain input.	All sections	71.0	0.0	\$6,390.00	\$0.00	\$6,390.00		
	Note: All meetings have been estimated at 4 hours per staff member which includes 1.5 hour of travel time and 2.5 hours of meeting time. Most meetings assume only 1 staff member in attendance.								
2	Research and Field Work					\$2,612.00	\$1,111.12	\$1,500.88	
	Background research and information gathering including a tour of all of the City's open space. This may also include phone calls with individual City departments. To save expenses, the staff of the staff Assessment may be directed to work with the local American Red Cross.	Community Setting, Environmental Justice, Zoning, Soils and Geology, Forestry, Special Landmarks Features, Water Resources, Land of Conservation & Recreation Interest, Scenic Year Action Plan	20.0	5.0	\$2,300.00	\$160.00	\$2,460.00		
3	Outreach Planning					\$1,700.00	\$1,420.00	\$270.00	
	The City of Gloucester requires Environmental Justice Populations. These funds will be used for environmental justice activities.	Community Setting, Inventory of Land of Conservation & Recreation Interest, Community Goals, Goals and Objectives, Scenic Year Action Plan	10.0	0.0	\$1,300.00	\$0.00	\$1,300.00		
	Additional Outreach funding to cover NAAPC Public Engagement Staff time.		10.0	0.0	\$1,300.00	\$0.00	\$1,300.00		
4	Survey					\$1,700.00	\$1,420.00	\$270.00	
	Preparation, distribution and analysis of survey of residents in order to obtain open space needs and wishes.		20.0	0.0	\$1,700.00	\$0.00	\$1,700.00		
5	Public Meeting #1					\$2,700.00	\$1,711.11	\$988.89	
	The purpose of this meeting is to solicit initial input from the public regarding the OSRP. Survey results will be used to determine the residents and agencies views on the open space and recreation in Gloucester, and to review what has not been completed since the last plan.	Community Goals, Analysis of Needs, Goals and Objectives, Scenic Year Action Plan	40.0	0.0	\$3,600.00	\$100.00	\$3,700.00		
	Preparation		10.0	0.0	\$900.00	\$0.00	\$900.00		
	Meeting		30.0	0.0	\$2,700.00	\$0.00	\$2,700.00		
6	Public Health Review					\$2,600.00	\$1,577.78	\$1,022.22	
	Access, availability and program in public and green spaces has been shown to benefit the mental, physical and mental health of residents. These maps will focus on municipal actions to improve health perspectives (e.g. input from local health departments, health centers as well as research, data and strategies from the Open Space and Recreation Needs (OSRN). The project will consider resources and strategies for open space preservation and development that create health communities and ensure equitable health resources and health conditions of all residents.	All sections	40.0	0.0	\$3,600.00	\$0.00	\$3,600.00		
7	Prepare Draft Plan					\$4,918.00	\$1,977.78	\$2,940.22	
	This task will essentially be an ongoing throughout the process. Using a template NAAPC has developed for municipal open space plans, the various agencies will be filed in as their work is completed and meetings are held.	All sections	20.0	0.0	\$1,800.00	\$0.00	\$1,800.00		
8	Update the Section 504 ADA Evaluation					\$2,700.00	\$1,977.78	\$722.22	
	This section is devoted to ensuring compliance with the Americans with Disabilities Act (ADA). This will involve a review of any changes since the 2010 plan as far as access, program, a physical survey of all park facilities to verify status, and a review of the administrative services as needed.	Inventory of Land of Conservation & Recreation Interest, Analysis of Needs, Scenic Year Action Plan	30.0	0.0	\$2,700.00	\$0.00	\$2,700.00		
9	Prepare the eight required maps and additional maps as needed.					\$4,800.00	\$3,077.78	\$1,722.22	
	The eight required maps are: Regional Context, Environmental Justice, Zoning, Soils and Geology, Forestry, Special Landmarks Features, Water Resources, Land of Conservation & Recreation Interest, Scenic Year Action Plan. NAAPC will also include a map of protected areas maps.	Community Setting, Environmental Justice, Inventory and Analysis, Land of Conservation & Recreation Interest, Scenic Year Action Plan	27.0	30.0	\$3,400.00	\$1,400.00	\$4,800.00		
10	Public Meeting #2					\$2,700.00	\$1,711.11	\$988.89	
	The purpose of this meeting is to solicit input from the public regarding the draft plan, and to identify priorities for action. This meeting will either consist of a second public survey or (preferably) will be a "roadshow" or other "tabling event" at a series of locations or even this designed to draw a broad segment of the Gloucester population.	Community Goals, Analysis of Needs, Goals and Objectives, Scenic Year Action Plan	20.0	0.0	\$1,800.00	\$0.00	\$1,800.00		
	Preparation		10.0	0.0	\$900.00	\$0.00	\$900.00		
	Meeting		10.0	0.0	\$900.00	\$0.00	\$900.00		
11	Review Draft Plan with City and review as needed.					\$1,700.00	\$1,420.00	\$270.00	
	This is an iterative process which will be conducted by e-mailing drafts, soliciting reviews and any involved meeting to iron out any major issues that have been identified.	All sections	10.0	0.0	\$1,300.00	\$0.00	\$1,300.00		
	Total Staff Hours		455.0	28.0	\$48,400.00	\$3,600.00	\$52,000.00		
	Direct Costs, Printing and Misc.					\$10,000.00	\$1,700.00	\$8,300.00	
	Indirect Costs for 6 months plus 2 field trip costs (50000.00) plus other direct expenses such as food for survey.					\$20,000.00	\$1,700.00	\$18,300.00	
	Total Project Cost					\$82,000.00	\$31,700.00	\$50,300.00	



**EXECUTIVE OFFICE OF ENERGY &
ENVIRONMENTAL AFFAIRS
MATTHEW BEATON, SECRETARY
GRANT ANNOUNCEMENT**

FY 19 PLANNING ASSISTANCE GRANTS
ENV 19 DCS 11
DATED: APRIL 13, 2018
RESPONSES DUE: MAY 23, 2018

COMMBUYS BID # BD-18-1042-ENV-ENV01-25982

OVERVIEW AND GOALS: The Executive Office of Energy & Environmental Affairs (EEA) hereby offers Massachusetts' municipalities technical assistance to improve their land use practices. Through this announcement, Matthew Beaton, Secretary of the Executive Office of Energy and Environmental Affairs (the Secretary), makes available grant funding to the Commonwealth's municipalities and Regional Planning Agencies in support of their efforts to plan, regulate (zone), and act to conserve and develop land consistent with the Massachusetts' Sustainable Development Principles.

These Planning Assistance Grants are part of an effort to encourage municipalities to implement land use regulations that are consistent with the Baker Administration's land conservation and development objectives including reduction of land, energy, and natural resource consumption and provision of sufficient and diverse housing. They also support Governor Baker's Executive Order 569 which calls for state government to adapt to climate change and build a more resilient Commonwealth by including resiliency criteria in its rating systems and incorporating priority projects identified through EEA's Municipal Vulnerability Preparedness program. Funds are intended to help communities undertake the public process and retain appropriate technical expertise.

PROPOSALS SOUGHT FOR: Technical Assistance to Massachusetts Municipalities to improve land use practices

TYPE OF PROCUREMENT: Grant

CONTACT PERSON: Kurt Gaertner
Executive Office of Energy & Environmental Affairs
100 Cambridge Street, 9th Floor
Boston, MA 02114
Kurt.Gaertner@state.ma.us

RESPONSE DUE DATE: May 23, 2018 at 5:00 PM

SUBMIT RESPONSES TO: Kurt Gaertner (*see above*)

MULTIPLE CONTRACTS: Each community may submit or participate in only one application. Multiple applicants will be selected for funding.

BIDDERS CONFERENCE:

Bidders Conferences will be held on:

- 1) April 25th, 2018 at 10am in Conference Room B on the 2nd Floor at 100 Cambridge Street in Boston (the building where the Executive Office of Energy & Environmental Affairs is located); and
- 2) May 1st at 3pm in Conference Room B42 at 436 Dwight Street in Springfield. The conference room is located in the basement of the Department of Environmental Protection’s regional office building. The entrance to the building is at the rear where the handicap ramps are located.

In addition, questions will be accepted through May 4th at 5pm and should be directed to Kurt Gaertner at kurt.gaertner@state.ma.us. Answers will be posted on COMM-BUYS.

SINGLE OR MULTIPLE DEPARTMENTS MAY CONTRACT UNDER THIS RFR:

ALL contracts awarded under this RFR will be utilized solely by EEA.

TOTAL ANTICIPATED DURATION OF CONTRACT (S): The contract period will end June 30, 2020 for most contracts issued pursuant to this RFR, and deliverables for these contracts must be received, along with final billing, by July 31, 2020 (exceptions will be handled on a case by case basis and addressed in individual contracts).

ANTICIPATED BUDGET: Up to \$50,000 per proposal (or per community assisted in the case of multi-jurisdictional proposals) will be available to municipalities, though exceptions may be made at the Secretary’s discretion. Proposals are expected to vary in the amount of funding requested based on the anticipated activity. For example, a community proposing to develop a tree retention bylaw might request \$5,000; while a city undertaking a comprehensive re-write of the local zoning ordinance to achieve Master Plan consistency might request the maximum of \$50,000.

MATCH REQUIREMENT: Respondent budget must represent a minimum non-state match of 25%. Neither District Local Technical Assistance nor Unified Planning Work Program funds are considered “state” funds under this grant, and are eligible for use as match. Respondents may also propose the use of in-kind services from planning professionals as matching funds. Note: Volunteer time will not be accepted for matching purposes. Respondents must submit letters of commitment from all organizations providing matching funds, including the amount to be provided, on the letterhead of the granting organizations. If such funds are not yet formally available, Respondents must include a notice of intent to provide matching funds from the potential funding organizations and the amount that will be provided from each. Respondents may not use any grant funding from any agency of the Commonwealth of Massachusetts as matching funds. Any funding from any non-state grant, public or private, must be accompanied by a letter from the grantor on their letterhead authorizing the use of matching funds.

PREVAILING WAGE APPLICABLE: No

IDENTIFICATION OF CONTRACTS WITH COMMONWEALTH AGENCIES OR SUBDIVISIONS: Yes

IDENTIFICATION OF FINANCIALLY INTERESTED PARTIES: No

RFR DISTRIBUTION (Comm-Buys): This RFR has been distributed electronically using the COMM-BUYS system. It is the responsibility of every Respondent to check for any addenda or modifications to an RFR to which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodations to Respondents who fail to check for amended RFRs and submit inadequate or incorrect responses. Potential Respondents are advised to check the “last change” field on the summary page of RFRs for which they intend to submit a response to ensure they have the most recent RFR files.

Respondents may not alter RFR language or any RFR component files. Those submitting a proposal must respond in accordance to the RFR directions and complete only those sections that prompt a Respondent for a response. Modifications to the body of this RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited. Any unauthorized alterations will disqualify response.

RESPONDENT ELIGIBILITY: This RFR is open to -

- Municipalities (individually or as a group with an identified lead community with whom the state will contract). Municipalities are expected, subject to EEA approval, to sub-contract with non-profits, planning consultants, and regional planning agencies to complete approved proposals.
- Regional Planning Agencies (RPAs) on behalf of a community or communities for the implementation of specific task (e.g. helping a group of five communities zone for transit oriented development). Note: Applications from RPAs may be weighted on a community-by-community/task-by-task basis in order to ensure equitable scoring. RPAs may, subject to EEA approval, sub-contract with non-profits and planning consultants.

Applications require a letter of endorsement from the chief elected official of every community participating in the proposed project.

PROJECT DEFINITION: EEA seeks to further implement the MA Sustainable Development Principles. Applications that implement techniques found in the Smart Growth Toolkit are desirable. Applicants are encouraged to review the Sustainable Development Principles (see Appendix B) and the Massachusetts Smart Growth Toolkit (see http://www.mass.gov/envir/smart_growth_toolkit/).

In order to advance specific priorities \$150,000 in funding will be set-aside for each of the following:

1. Zoning for sustainable housing production, including a Housing Choice Best Practice (e.g. Accessory Dwelling Units, 40R Smart Growth Zoning, Transit Oriented Development, or Mixed-Use zoning);
2. Zoning that results in permanent land conservation (e.g. Natural Resource Protection Zoning or Transfer of Development Rights); and
3. Mitigation of climate change through zoning and other regulations that reduce energy use and greenhouse gas emissions via a better mix of land uses, more compact growth, enhanced

design, etc.

In the event insufficient proposals are received to utilize funds set aside in each of these categories funds will be reassigned at EEA's discretion to fund other grant proposals.

Responses can be for a project within a single municipality or for an implementation activity across a region. For example, five communities interested in passing a Village Center bylaw are encouraged to submit a regional application. Regional Responses will require the endorsement via a letter of support from any community that is to be the subject of a proposal.

Tasks suitable for funding under this RFR include but are not limited to:

- Actions implementing the results of a Climate Vulnerability Assessment – priorities that were identified either through the Community Resilience Building Framework under the MA Vulnerability Preparedness Program or a similar Climate Vulnerability Assessment
- Implementation of techniques from the Smart Growth/Smart Energy Toolkit - Smart Parking, Form Based Codes, Low Impact Development, etc.
- Rezoning for consistency with a Master Plan or implementation of specific actions or recommendations from a Master Plan.
- Development of a mixed-use zoning district (e.g. mill building reuse, Village Center)
- Feasibility studies, land-use analyses, and other plans necessary for successful redevelopment of sites and buildings
- Zoning for agriculture, forestry preservation, or tree retention;
- Work necessary to utilize a package wastewater treatment plant to advance development under village center or other smart growth consistent zoning;
- Development of complete streets policy and plans that enable biking and walking instead of driving; reduced road standards in subdivision rules and regulations consistent with Complete Streets or the *Sustainable Neighborhood Road Design: A Guidebook for Massachusetts Cities and Towns*; and
- Drafting a Water Conservation Plan that meets state water conservation standards

GRANT REQUIREMENTS: As a condition of funding assistance contracts executed under this RFR will include a clause noting that grant recipients agree to share the end product of the funded activities with EEA and with other communities in the Commonwealth through reports, meetings, workshops, and to highlight these activities in print, on the web or other media outlets. EEA is to be credited for project funding.

All contracts resulting from this RFR will require a brief project update every quarter. For regional responses each community must be included in the update. These updates will include a summary of tasks achieved and include all public outreach materials created during this period. A final report is also required. This final report must include a copy of the completed tasks as contracted (by-laws, site plans, etc.). An electronic and paper copy of all deliverables must be sent to EEA.

Grantees must seek appropriate approval for any plan or regulation produced via a grant from this Program. For example, a vote of town meeting or city council is expected for any zoning developed with grant funds (EEA recognizes that the outcome of the vote cannot be guaranteed).

INVOICING: EEA may, at its discretion, provide up to 25% of granted funds upon contract

execution. The balance of granted funds will be disbursed on a reimbursement basis. Reimbursement requests should be submitted at least quarterly. Grantees must prepare a final report and invoice upon project completion that details all costs incurred and matching funds provided. Only work completed during the period of the executed contract will be eligible for reimbursement. Upon receipt of all required deliverables the community will be reimbursed for the balance of any grant funds outstanding.

SUBMISSION REQUIREMENTS: Submit an electronic copy of the proposal on appropriate media (CD or memory stick) along with ONE printed original (clearly marked as such) and FOUR printed copies. Each Proposal must clearly indicate that it is an application to the Planning Assistance Grant Program on the title page of the Proposal and on the shipping container used in delivering the Proposal. Failure to provide any of the materials listed below may result in the disqualification of the Proposal. Proposals must be submitted on or before May 23, 2018 at 5:00 PM. A postmark will NOT be accepted for verification of date of submission, though Proposals will be accepted by regular mail & courier in advance of the submission date & time. Proposals will NOT be accepted by fax machine or email.

Project proposals must include the following:

- A task-by-task description of each element in the project including means of accomplishment, measures of success, the projected budget on a task-by-task basis, and timeline indicating the anticipated initiation and completion of each task, and total requested funds from EEA;
- Budget summary, including expected expenditure of grant funds in each state fiscal year;
- Explanation as to how proposed activities meet the evaluation criteria;
- Proposals should be organized by municipality. For proposals from a single municipality proposing work for its own benefit, the anticipated scope of work should outline each task as requested above. For multi-community applications or proposals from a Regional Planning Agency the proposal should be organized by municipality, with tasks listed under each community. (An example of the proposal format can be found in Appendix A.) Regional proposals must include a letter of endorsement from all participating communities;
- A letter(s) committing to at least a 25% local match of the funds requested from EEA;
- If proposed task is implementing a recommendation from a Master Plan or other plan, Climate Vulnerability Assessment, or other document include a copy of relevant pages;
- If proposing zoning or other regulatory revision, please include a specific listing of bylaws/ordinances or other regulations to be developed;

If selected, the Respondent will be required to submit the following forms to complete a contract:

- Commonwealth Standard Contract Form, filled out and signed by the Respondent
- Commonwealth Scope and Budget Form (available from EEA)
- Completed Contractor Authorized Signature Verification Form.

Respondents are encouraged to review these forms prior to submission of a Response. They are available at: <http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/osd/osd-forms.html>

EVALUATION CRITERIA: Each Response will be scored using the following measures:

- Advances sustainable development by directly, quickly, and significantly improving growth;
 - Establishes by-right zoning that expedites local permitting;
 - Enhances land use regulation (e.g. reduces land, energy, or natural resource consumption or better provides infrastructure or municipal services) in an area of rapid growth or high natural resource value;
- Utilizes funding efficiently & provides it where it is most needed;
 - Assists a community in need (low equalized property valuation per capita);
 - Benefits an environmental justice neighborhood;
- Implements a Master, Climate Change (mitigation or adaptation), Open Space, Housing Production, or other Plan (including priority implementation projects identified by a Municipal Vulnerability Program Community);
- Involves more than one municipality collaborating regionally on similar and related tasks;
- Provides a match above the required 25%;
- Implements a Smart Growth Toolkit technique;
- Pursues a Housing Choice Best Practice (see Appendix C);
- Advances a Community Compact Best Practice commitment; and
- Demonstrates consistency with the MA Sustainable Development Principles
 - Provides for sustainable housing production;
 - Delivers a substantial energy or environmental benefit (e.g. better climate resilience, reduced energy use, protection of critical habitats, or reduced greenhouse gas emissions);
 - Facilitates walking, biking, and transit use.

NOTE: EEA reserves the option to interview some or all of those submitting a proposal for the purpose of clarifying a proposal prior to making a final award.

PROJECT TERMS: A final contract is subject to successful negotiation of a Final Scope of Services. Please note that EEA does not guarantee that any contract may result from this RFR or that any particular funding level will be awarded. It is anticipated that projects could commence immediately upon contract execution. The awarded contract will be reviewed during its course and, upon request by the Contractor, may be extended at the sole discretion of EEA for up to one additional year. Any extension granted will not necessarily change, or increase, the monetary value of the contract.

APPENDIX A: SAMPLE PROPOSAL FORMAT

Applications from a single municipality should provide a brief description of proposed tasks using the model template at the top of this page. In the event the applicant is an RPA, or community applying for itself and others, the proposal should be arranged by municipality as shown on the second half of this sheet. List and describe the deliverables for each task. Provide a budget estimate for each task. Every response should include reporting requirements (quarterly updates, final project reports, etc.) as a separate task. *Note: EEA will require a final project report and one digital copy at the end of the contract period.*

TASK #_:

DELIVERABLES:

BUDGET:

EEA SHARE:

NON-STATE MATCH:

TIMELINE:

TASK #_:

DELIVERABLES:

BUDGET:

EEA SHARE:

NON-STATE MATCH:

TIMELINE:

MUNICIPALITY: _____

TASK #_:

DELIVERABLES:

BUDGET:

EEA SHARE:

NON-STATE MATCH:

MUNICIPALITY: _____

TASK #_:

DELIVERABLES:

BUDGET:

EEA SHARE:

NON-STATE MATCH:

TIMELINE:

APPENDIX B

Massachusetts Sustainable Development Principles

The Commonwealth of Massachusetts shall care for the built and natural environment by promoting sustainable development through integrated energy and environment, housing and economic development, transportation, public health and safety, and other policies, programs, investments, and regulations. The Commonwealth will encourage the coordination and cooperation of all agencies; invest public funds wisely in smart growth and equitable development; and give priority to investments that will deliver good jobs and wages, transit access, housing, and open space, in accordance with the following Sustainable Development Principles. Furthermore, the Commonwealth shall seek, through incentives and assistance, to advance these Principles in partnership with regional and municipal governments, non-profit organizations, businesses, and other stakeholders.

1. Concentrate Development and Mix Uses

Support the revitalization of city and town centers and neighborhoods by promoting development that is compact, conserves land, reduces infrastructure and service costs, protects historic resources, integrates uses, enables pedestrian and bicycle access, and connects to transit. Encourage remediation, restoration, and reuse of existing sites, structures, and infrastructure rather than new construction on farm, forest, or other undeveloped land. Create pedestrian and bicycle friendly districts and neighborhoods that mix commercial, civic, cultural, educational, and recreational activities with open spaces and homes. Promote the creation of vibrant public spaces that facilitate strong civic and social engagement, through deliberate planning, design, construction, and management.

2. Advance Equity

Promote, through plans, regulations, and investments, equitable sharing of the benefits and burdens of development including access to housing, recreational opportunities, and transportation choices. Provide technical and strategic support for inclusive community planning and decision making to ensure social, economic, and environmental justice. Ensure that the interests of our most vulnerable populations and future generations are not compromised by today's decisions.

3. Make Efficient Decisions

Make state and local regulatory, investment, and permitting processes clear, predictable, coordinated, and timely. Ensure that zoning and other development guidelines and regulations result in projects that align with the goals of smart growth, environmental stewardship, and healthy communities. Set goals and track performance to enhance consistency with these Principles.

4. Protect Land and Ecosystems

Protect and restore environmentally sensitive lands, natural resources, productive forest and agricultural lands, critical habitats, wetlands and water resources, and cultural and historic landscapes. Increase the quantity, connectivity, quality and accessibility of open spaces and recreational opportunities.

5. Use Natural Resources Wisely

Site, design, construct, and promote developments, buildings, and infrastructure that conserve natural resources by reducing waste and pollution through efficient use of land, energy, water, and materials. Operate fleets, facilities, and other assets in a manner that reduces greenhouse gas emissions, costs, and resource consumption. Advance the use and reuse of durable, sustainable materials considering their production, transportation, use, and disposal. Protect, enhance, and restore natural infrastructure and promote ecological design.

6. Expand Housing Opportunities

Support the construction and rehabilitation of homes to meet the needs of people of all abilities, income levels, and household types. Build homes near jobs, transit, and where services are available. Encourage energy-efficient design, the use of sustainable materials, and consideration of resiliency to climate change and extreme weather. Foster the development of housing, particularly multifamily and smaller single-family homes, in a way that is compatible with the community's character and vision, while providing new housing choices for people of all means.

7. Provide Transportation Choice

Maintain and expand transportation options to enhance mobility, maximize access, promote healthy and active lifestyles, reduce congestion, minimize fuel consumption, improve air quality, reduce greenhouse gas emissions, and ensure the safety of those traveling by all modes. Prioritize rail, bus, boat, rapid and surface transit, shared-vehicle and shared-ride services, bicycling, and walking in order to increase travel by these modes. Consider climate change impacts in transportation planning, project selection, and prioritization, ensuring infrastructure resilience and provision of transportation options during extreme weather events. Distribute resources equitably. Invest strategically in existing and new passenger and freight transportation infrastructure that supports sound economic development and housing construction consistent with smart growth objectives.

8. Increase Job and Business Opportunities

Encourage businesses to locate near housing, infrastructure, and transportation options. Promote economic development through policies and programs intended to enhance the business climate in Massachusetts across industry sectors. Expand access to education, training, and entrepreneurial opportunities. Support the growth of local businesses, including sustainable natural resource-based businesses, such as agriculture, forestry, clean energy technology, and fisheries. Protect and enhance the basis of natural resource economies.

9. Mitigate and Adapt to Climate Change

Endeavor to limit and prepare for climate change. Reduce greenhouse gas emissions from buildings, electricity generation, transportation, and other sources through decreased consumption of fossil fuels. Maximize energy efficiency and renewable energy opportunities. Support energy conservation strategies, local clean power generation, distributed generation technologies, and innovative industries. Encourage ecological siting and design before mechanical solutions. Protect against hazards in order to enhance resilience and decrease vulnerability to climate change and natural disasters in the natural and built environment. Promote redundancy of critical systems and coordinated regional, state, and local resilience planning in response to climate change and extreme weather events.

10. Plan Regionally

Support the collaborative development and implementation of local, regional, state, and interstate plans that are consistent with these Principles. Foster development projects, land and water conservation, transportation and housing that have a regional or multi-community benefit. Consider the long-term ecological, economic, and social costs, benefits, and impacts to the residents and natural resources of the Commonwealth.

APPENDIX C

Housing Choice Best Practices:

1. Designated local resources for housing such as established an Affordable Housing Trust, donated land, or appropriated substantial CPC funds for community housing
2. Selected a housing best practice as part of its Community Compact
3. Have units currently eligible for inclusion in the Subsidized housing Inventory (SHI) that equal or exceed 10% of total year round housing units.
4. Have adopted zoning that allows mixed use or cluster development by right (or can demonstrate a consistent pattern over the last 5 years of approving such developments)
5. Have zoning that allows for accessory dwelling units (ADUs) by right (or can demonstrate a consistent pattern over the last 5 years of approving ADUs)
6. Have inclusionary zoning that provides for reasonable density increases so that housing is not unreasonably precluded.
7. Have an approved 40R district, Starter Home District, Housing Development Incentive Program (HDIP) or have adopted an Urban Center Housing Tax Increment Financing District (UCH-TIF)
8. Have at least one zoning district that allows multifamily by right with capacity to add units and that allows for family housing (greater than 2 bedrooms)
9. Have a CERTIFIED Housing Production Plan which means a DHCD approved Housing Production Plan that resulted in at least 0.5% or 1.0% increase in year-round housing units following its adoption and approval.

See the Housing Choice Initiative Webpage for further information -
<https://www.mass.gov/housing-choice-initiative>

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Gloucester (and d/b/a): Legal Address: (W-9, W-4,T&C): 3 Pond Road, Gloucester, MA 01930 Contract Manager: Gregg M. Cademartori, Planning Director E-Mail: gcademartori@gloucester-ma.gov Phone: 978-325-5242 Fax:	COMMONWEALTH DEPARTMENT NAME: Exec. Office of Energy and Env. Affairs MMARS Department Code: Business Mailing Address: 100 Cambridge Street, 9 th Floor Boston, MA 02114 Billing Address (if different): Contract Manager: Kurt Gaertner E-Mail: Kurt.Gaertner@state.ma.us Phone: 617-626-1154 Fax: 617-626-1181
Contractor Vendor Code: Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): RFR/Procurement or Other ID Number: ENV 19 DCS 11
<p style="text-align: center;"><input checked="" type="checkbox"/> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: ____ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$28,790	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> 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 Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) EEA & the City of Gloucester hereby contract for work to undertake the update of its 2010 Open Space and Recreation Plan (OSRP) as detailed in the attached proposals.	
ANTICIPATED START DATE: (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 no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of ____, 20__, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2020</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____

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 Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out

performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s. 12 seven (7) years beginning on the first day after the final payment 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.

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

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

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

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

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

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

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The

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

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

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

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16, s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

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

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, 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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

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

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

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

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

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

EXECUTIVE ORDERS

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

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.

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

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

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

Executive Order 444. Disclosure of Family Relationships With Other State Employees.

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

Executive Order 504. Regarding the Security and Confidentiality of

Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information;

and (2) has reviewed all of the Commonwealth **Information Technology Division's Security Policies.** Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Signature

Date:

Title:

Telephone:

Fax:

Email:

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

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

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

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

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

Title:

X

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the Following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.* {See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.}

The Executive Office of Energy and Environmental Affairs (EEA) hereby grants, on a reimbursement basis, the City of Gloucester \$28,790 to undertake the update of its 2010 Open Space and Recreation Plan (OSRP), consistent with the proposal that the City of Gloucester submitted to the 2019 round of the Planning Assistance Grant Program. The proposal submitted by the City of Gloucester is attached; the scope of work and budget contained within is hereby included in this contract by reference, modified only as necessary to adjust the timing of spending due to a later than anticipated start.

General Conditions:

- EEA funds must be utilized by June 30, 2020 and documentation regarding their use, along with final billing, is to be received no later than August 1, 2020;
- This contract terminates on June 30, 2020. Any contract amendment, including extensions, will be at the sole discretion of EEA;
- The grantee will credit EEA as a funding source in an written deliverable produced as a result of this project;
- The grantee will document the expenditure of any matching funds committed;
- The grantee will submit an electronic copy of any deliverable to EEA; and
- The grantee agrees to notify EEA about the outcomes that result from this project.

ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.}

Items identified below which are not part of the Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
Planning Grant - 2019				\$10,000 (FY19)
Planning Grant - 2020				\$18,790 (FY20)
SUBTOTAL (this page)				\$28,790

MAXIMUM OBLIGATION	\$28,790
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Nineteen Harbor Loop
Gloucester, MA 01930



TEL 978-282-3012

FAX 978-978-281-4188

tciametaro@gloucester-ma.gov

<http://gloucester-ma.gov/harbormaster>

CITY OF GLOUCESTER

HARBORMASTER'S OFFICE

MEMORANDUM

From: Gloucester Harbormaster
To: Mayor Sefatia Theken
Date: 12/27/18
Subject: Mayor's Report to Council

Mayor Theken,

I request you forward in your next Report to Council the attached Great Marsh Green Crab Trapping Program Grant, awarded annually to the Shellfish Department. This grant helps pay for the removal of the highly invasive green crab from Gloucester's waterways.

Respectfully,

Thomas Ciarametaro
Harbormaster

Nineteen Harbor Loop
Gloucester, MA 01930



TEL 978-559-9435

FAX 978-978-281-4188

pseminara@gloucester-ma.gov

<http://gloucester-ma.gov/harbormaster>

CITY OF GLOUCESTER
HARBORMASTER'S OFFICE

MEMORANDUM

From: Gloucester Harbormaster/ Shellfish department
To: Gloucester City Council
Date: 12/27/2018
Subject: Great Marsh Green Crab Trapping Program.

Council,

During the next city council meeting, I request you accept the grant in the award amount of 12,500 dollars from the Mass Division of marine fisheries, Great Marsh Crab Trapping Program and grant. The purpose of this program is to capture and remove European green crabs from coastal marine and estuarine waters within the Great marsh ecosystem to improve shellfish, eelgrass and other fishery resources. In addition, this grant is no match to the city and we have been receiving this on an annual basis.

Respectfully

Peter Seminara
Interim Shellfish Constable

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: CITY OF GLOUCESTER (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries MMARS Department Code: FWE	
Legal Address: (W-9, W-4, T&C): 19 Harbor Loop, Gloucester, MA 01930		Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114	
Contract Manager: Tammy Cominelli		Billing Address (If different): 30 Emerson Ave., Gloucester, MA 01930	
E-Mail: tcominelli@gloucester-ma.gov		Contract Manager: Kelly Whitmore	
Phone: 978-325-5244	Fax:	E-Mail: kelly.whitmore@state.ma.us	
Contractor Vendor Code: VC 6000 192096		Phone: 978-282-0308 x102	Fax: 617-727-3337
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CITYGLOUCESTER010019	
		RFR/Procurement or Other ID Number: Legislative Earmark pursuant to c.154, Acts of 2018	

<u>NEW CONTRACT</u>	<input checked="" type="checkbox"/> <u>CONTRACT AMENDMENT</u>
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)	Enter Current Contract End Date <i>Prior</i> to Amendment: <u>June 30, 2019</u>
<input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)	Enter Amendment Amount: \$ <u>12,500</u> (or "no change")
<input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)	AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)
<input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)	<input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)
<input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, 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 Employment Status Form, 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, scope and budget)	<input checked="" type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)

The following **COMMONWEALTH TERMS AND CONDITIONS** (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.
 Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
 Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). \$ 12,500

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, 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 FY2019, pursuant to c.154, Acts of 2018. 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.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
 1. may be incurred as of the **Effective Date** (latest signature date below) and **no** obligations have been incurred **prior** to the **Effective Date**.
 2. may be incurred as of , 20 , a date **LATER** than the **Effective Date** below and **no** obligations have been incurred **prior** to the **Effective Date**.
 3. were incurred as of , 20 , a date **PRIOR** to the **Effective Date** below, and the parties agree that payments for any obligations incurred prior to the **Effective Date** are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2019, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable **Commonwealth Terms and Conditions**, this **Standard Contract Form** including the **Instructions and Contractor Certifications**, the **Request for Response (RFR)** or other solicitation, the **Contractor's Response**, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in **801 CMR 21.07**, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:
 X: _____ Date: 1/2/2019
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Sefatia Romeo Theken
 Print Title: Mayor City of Gloucester

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
 X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Kevin Creighton
 Print Title: 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 Paying and Vendor File and W-9 policies.

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the **Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are

appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment 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

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regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c.30, § 39R; G.L. c.149, § 27C; G.L. c.149, § 44C; G.L. c.149, § 148B and G.L. c. 152, s. 25C.

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

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

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

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

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

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information

transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

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

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

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

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

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "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

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Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

EXECUTIVE ORDERS

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

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

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

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

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

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts

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

City Hall Annex
Three Pond Road
Gloucester, MA 01930



JILL CAHILL
978-325-5240

CITY OF GLOUCESTER
Community Development Department

MEMORANDUM

TO: Mayor Sefatia Romeo Theken
FROM: Jill Cahill, Community Development Director
CC: CPC Committee; Jaimie Corliss, Grants Manager; Kenny Costa, City Auditor
RE: Off Cycle recommendation for Friends of Avis R. Murray – Boulevard Tennis Court Repairs
DATE: December 31, 2018

The Community Preservation Committee (CPC) has received an off cycle application for funding to support the Avis R. Murray Boulevard Tennis Court Repairs and Renaming. The application process was initiated in February of 2018 when eligibility forms were submitted as part of the regular 2018 Round 9 process. However, due to concerns over additional funding sources, an application was not submitted in April. The Friends of Avis R. Murray Committee have now secured additional funding for this project and are looking to move forward, therefore, the Community Preservation Committee is willing to accept this application off-cycle. At their regularly scheduled meeting of December 18, 2018, the Committee discussed the project's off cycle funding request and made the attached recommendation for an award.

The CPC requests that you forward this recommendation to the City Council for its review and appropriation. CPC Co Chairs, Barbara Silberman and Catherine Schlichte or Jaimie Corliss will be available to answer any questions.

All recommended projects are subject to the terms and conditions imposed by the Community Preservation Committee. The following conditions are common to all recommended projects:

1. Projects financed with Community Preservation Act funds must comply with all applicable State and municipal requirements. Funds are administered and disbursed by the City of Gloucester.
2. Project oversight, monitoring, and financial control are the responsibility of the Community Preservation Committee or its designee.
3. The Community Preservation Committee will require quarterly project status updates from Community Preservation Act Fund recipients

All projects will be required to state "*This project received funding assistance from the citizens of Gloucester through the Community Preservation Act*" in their promotional material and, where appropriate, on exterior signage.

Attached are:

1. Summary of Community Preservation Committee Recommendation & Criteria
2. Friends of Avis R. Murray CPC Application

The original application for this project is available for review in the Community Development Office, Grants Division.

Submitted by: Community Preservation Committee

Barbara Silberman, Co-Chair, At-Large
Catherine Schlichte, Co Chair, At- Large
John Feener, Conservation Commission
Hank McCarl, Planning Board
VACANT, Historic Commission
Heidi Wakeman, Open Space & Recreation Committee
Karen Carter, Gloucester Housing Authority
Ellen Preston, At-Large
Pamela Tobey, At-Large

**GLOUCESTER COMMUNITY PRESERVATION COMMITTEE
RECOMMENDATION FOR OFF CYCLE APPLICATION**

**AVIS R. MURRAY BOULEVARD TENNIS COURT REPAIR AND RENAMING
Project Sponsor: Friends of Avis R. Murray Committee**

The Community Preservation Committee makes the following recommendation:

The Community Preservation Committee (CPC), having agreed to review the off-cycle application from the Friends of Avis R. Murray Committee, recommends that the City Council appropriate up to \$30,000 (thirty thousand dollars) to the Friends of Avis R. Murray Committee for the purpose of renovating and renaming the tennis courts located on the Stacey Boulevard.

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester, in a form acceptable to the Community Preservation Committee and the Friends of Avis R. Murray Committee.

The Community Preservation Act program area is Public Recreation and project purpose is for repair and renovation.

Community Preservation Criteria

General Evaluation Criteria

1	Eligible for Community Preservation Act Funding	√
2	Consistent with various plans which are relevant to and utilized by the City regarding open space, recreation, historic resources and affordable housing	√
3	Preserve and enhance the essential character of Gloucester	√
4	Protect resources that would otherwise be threatened	
5	Serve more than one CPA purpose or demonstrate why serving multiple needs is not feasible	
6	Demonstrate practicality and feasibility, and that the project can be implemented within budget/ on schedule	
7	Produce and advantageous cost/benefit value	
8	Leverage additional public and/or private funds or receive partial funding from other sources and/or voluntary contributions of goods and services	
9	Preserve or improve city owned assets	
10	Receive endorsement from other municipal boards or departments and broad-based support from community members	

Open Space Criteria

1	Permanently protect important wildlife habitat, particularly areas that include: locally significant biodiversity; variety of habitats with a diversity of geologic features and types of vegetation; endangered habitat or species of plant or animal	
2	Preserve active agricultural use	
3	Provide opportunities for passive recreation and environmental education	
4	Protect or enhance wildlife corridors, promote connectivity of habitat or prevent fragmentation of habitats	
5	Provide connections with existing trails or protected open space	
6	Acquire land or easements for potential trail linkages	

7	Preserve scenic and historic views	
8	Border a scenic road	
9	Protect drinking water quantity and quality	
10	Provide flood control/storage	
11	Preserve and protect important surface water bodies, including streams, wetlands, vernal pools, riparian zones or Areas of Critical Environmental Concern (ACEC)	
12	Buffer protected open space, or historic resources	

Historic Preservation Evaluation Criteria

1	Protect, preserve, enhance, restore and/or rehabilitate historical, cultural, architectural or archaeological resources of significance, especially those that are threatened	
2	Protect, preserve, enhance, restore and/or rehabilitate city-owned properties, features or resources of historical significance	
3	Protect, preserve, enhance, restore and/or rehabilitate the historical function of a property or site	
4	Demonstrate a public benefit	
5	Ability to provide permanent protection for the historic resource	

Community Housing Evaluation Criteria

1	Contribute to the goal of 10% affordability as defined by chapter 40B of the Massachusetts General Laws	
2	Promote a socioeconomic environment that encourages a diversity of incomes	
3	Provide housing that is harmonious in design and scale with the surrounding community	
4	Intermingle affordable and market rate housing at levels that exceed state requirements for percentage of affordable units pursuant to chapter 40B	
5	Ensure long-term affordability	
6	Address the needs of range of qualified household, including very low, low, and low-to-moderate income families and individuals	
7	Provide affordable rental and affordable ownership opportunities	
8	Promote use of existing buildings or construction on previously-developed or city-owned sites	

Public Recreation Evaluation Criteria

1	Addresses a need or objective identified in a City plan	
2	Serves a significant number of residents	√
3	Preserves and expands the range of recreational opportunities available to city residents of all ages and abilities, including those at-risk of obesity as identified through the Get Fit Gloucester! Community Action Plan	√
4	Promotes recreational activities	√
5	Maximizes the utility of land already owned by city	
6	Promotes the creative use of railway and other corridors to create safe and healthful non-motorized transportation opportunities	
7	Preserves and enhances the natural habitat functions and values of open space for wildlife	



CITY OF GLOUCESTER COMMUNITY PRESERVATION COMMITTEE PROJECT APPLICATION COVER SHEET

I: Project Information

Project Title:

Avis R. Murray Boulevard Courts

Project Summary:

The Friends of Avis R. Murray Committee was formed in 2017 for the purpose of leveraging generous private donations to fund the restoration and upgrade of the two existing public tennis courts on Stacey Boulevard, Gloucester, MA. Our plan, originally proposed by Mayor Safatia Romeo Theken, and later approved by the Gloucester City Council and the Stage Fort Advisory Committee, is to name the tennis courts after Gloucester resident Avis R. Murray, member of the USTA Hall of Fame and tennis professional on Cape Ann for 47 years. The overall goal is to provide the Gloucester community, including both citizens and visitors, with a safe, attractive and readily accessible place to play outdoor tennis while honoring a Gloucester tennis legend and continuing the beautification of the Boulevard and Stage Fort Park areas.

Estimated start date: Spring, 2019 Estimated completion date: August, 2019

CPA Program Area:

Open Space

Historic Preservation

Community Housing



Recreation

II: Applicant/Developer Information

Contact Person with primary responsibility for project: Terri Doane

Organization (if applicable): Friends of Avis R. Murray (and the Gloucester DPW)

Mailing Address: 13 Orchard Road, Gloucester, MA 01930

Daytime phone #: 978-281-6300

Fax #:

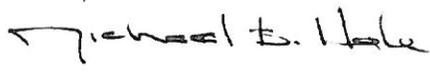
E-mail address: terridoane3@gmail.com

Federal ID#

III: Budget Summary
Total budget for project: \$120,000
CPA funding request: \$30,000
CPA request as percentage of total budget: 25%

Applicant's Signature: 

Printed name and Position: Terri Doane

Co-applicant (DPW): Mike Hale 

CITY OF GLOUCESTER COMMUNITY PRESERVATION COMMITTEE

PROJECT SCHEDULE

Please provide a project timeline below, noting all project milestones. Please note that because the City Council must approve all appropriations, CPA funds may not be available until up to two months following Committee approval.

	Activity	Estimated Date
Project Start Date:	Contractor will start repairs	Spring, 2019
Project Milestone:	Resurfacing courts completed	June, 2019
50% Completion Stage:	Resurface, painting lines and nets up	July 15, 2019
Project Milestone:	Fence repairs begin; flower beds, signage installed	July 25, 2019
Project Completion Date:	Construction complete	August, 2019

Please note: If the project is approved, the recipient must provide progress reports to the Committee on a quarterly basis (by the 15th of January, April, July and October) depending on the length of the project. The recipient shall also provide an interim report at the 50% Completion Stage, along with budget documentation.

Please feel free to photocopy or re-create this form if more room is needed.

CITY OF GLOUCESTER

COMMUNITY PRESERVATION COMMITTEE

BUDGET FORM

Project Name: Avis R. Murray Boulevard Courts

Applicant: Friends of Avis R. Murray Committee

SOURCES OF FUNDING		
Source	Amount	
Community Preservation Act Fund	\$ 30,000	
Private donors	\$ 90,000	Over \$50,000 raised (Nov 2018)
Total Project Funding	\$120,000	
PROJECT EXPENSES		
Expense	Amount	Please indicate which expenses will be funded by CPA Funds:
Court resurfacing *	\$90,500	CPA and private funds
Fence refurbishment allowance	\$10,000	Private funds
Bench and awning covers allowance	\$3,000	Private funds
Landscape allowance	\$3,000	Private funds
Signage allowance	\$2,200	Private funds
Sub Total	\$108,700	
Contingency @10%	\$11,300	Private funds
Project Total	\$120,000	
Total Project Expenses	\$120,000.00	CPA funds 25% of total

*See Appendix D for cost proposals

Avis R. Murray Boulevard Tennis Courts

Background

Since 2014, much has been done to improve the visitor experience to Stacy Boulevard: the seawall was rebuilt, the railings were replaced or repainted, Generous Gardeners assumed responsibility for installing and maintaining extensive gardens along the length of the boulevard, a bocce ball court was created and new benches installed. As a consequence, this very beloved area of Gloucester has been remarkably enhanced, providing a significant source of pride to Gloucester citizens and a very positive impression of Gloucester for its visitors who come from all corners of the globe to see and appreciate the history of America's oldest fishing port (Figure 1).

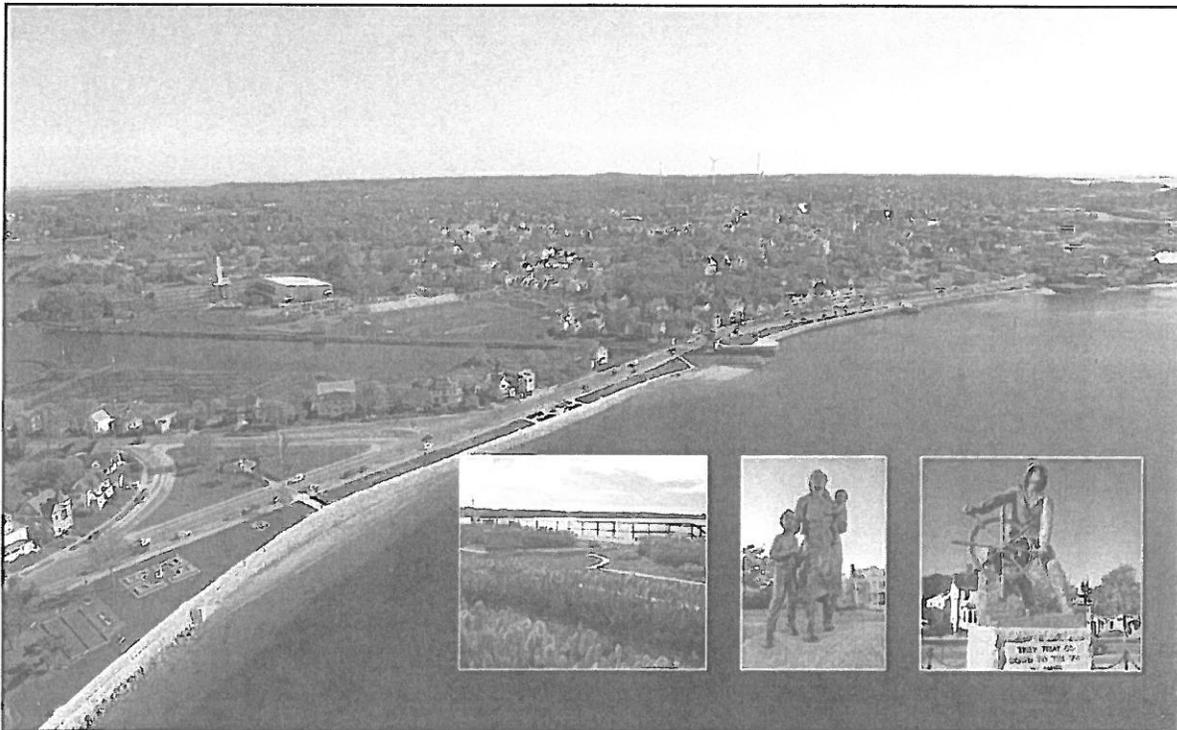


Figure 1. Stacy Boulevard, Gloucester, MA.

What remains to be done to complete the boulevard restoration is the reconstruction of the two tennis courts, which have a prominent location between the Fisherman's Wives Memorial and Stage Fort Park (Figure 2).

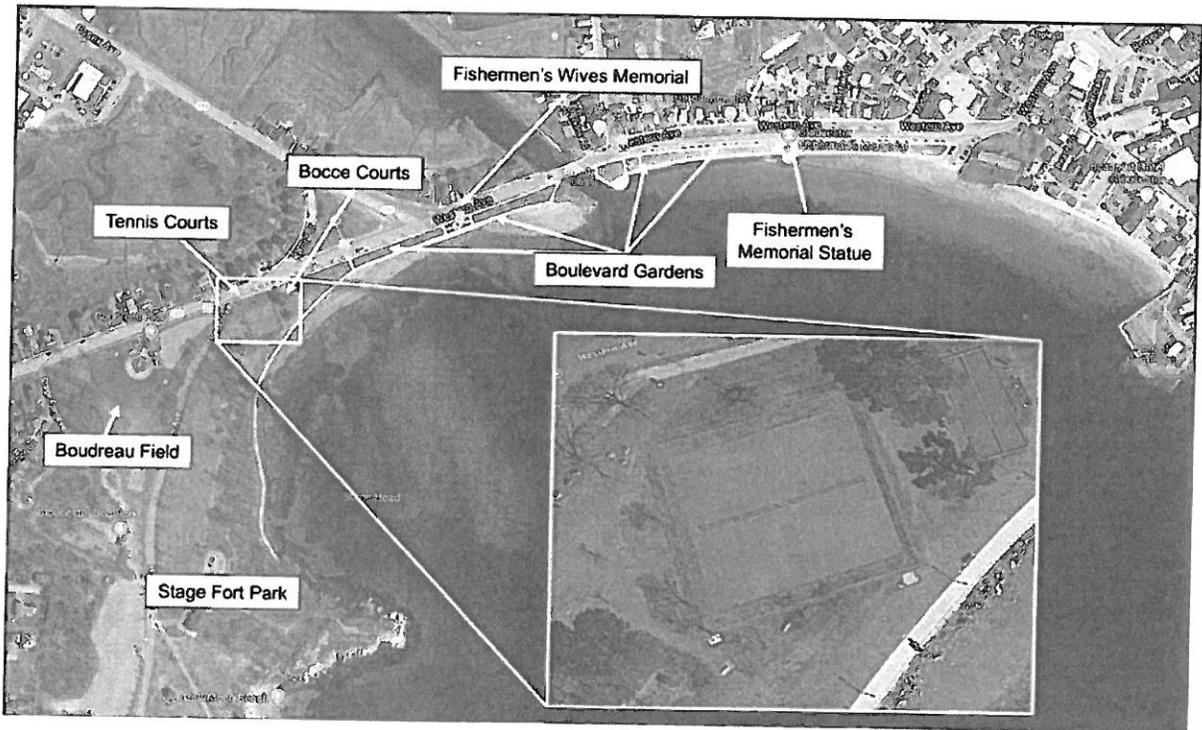


Figure 2. Tennis courts are located at western end of Stacy Boulevard, adjacent to other community sports facilities and the new Boulevard gardens.

In 2017 Mayor Safatia Romeo Theken proposed honoring local tennis legend Avis Murray by naming the courts after her. (Please see Avis Murray profile in Appendix A). Subsequently, the Gloucester City Council approved the naming in November of 2017, followed by the approval of the Stage Fort Park Advisory Council. The Friends of Avis Murray, consisting of 13 members (Appendix B), was formed to raise private donations toward the cost of the reconstruction of the Boulevard tennis courts, to coordinate with the Gloucester DPW in the construction of those improvements, with the goal of completing the work by Summer of 2019. Finally, after completion of the court's reconstruction, the Friends will continue to work with the Gloucester DPW and private donors, as necessary, to insure the ongoing maintenance of the courts over time. To this end, the Friends has met with Jim Destino and Mike Hale and will continue to coordinate with the City administration and the DPW.

Scope of Work

The scope of the work contemplated will include:

1. Resurfacing of the courts, including resurfacing the grass strips which currently surround the courts and create a tripping hazard.
2. Installing new nets and net posts, refurbishment of the fencing surrounding the court and adding benches and bench awnings (Figure 3).
3. Installing gardens at the main entrance of the courts facing the Boulevard (Figure 4) and miscellaneous plantings as required by the Conservation Commission. Generous Gardeners has agreed to assist in the installation of the gardens as well as their ongoing maintenance.

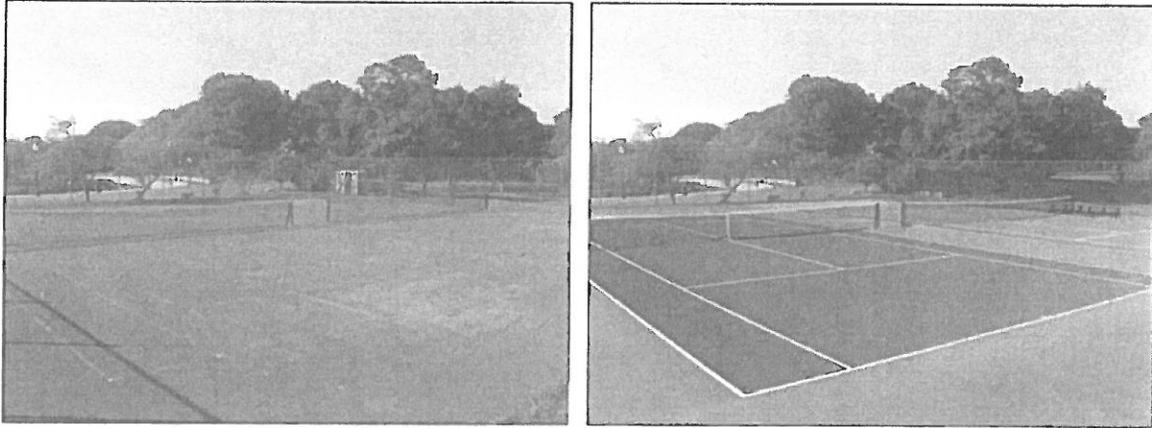


Figure 3. Current (left) and future state (right) of tennis courts illustrating court resurfacing, replacement nets and posts, fence refurbishment and benches with awnings.

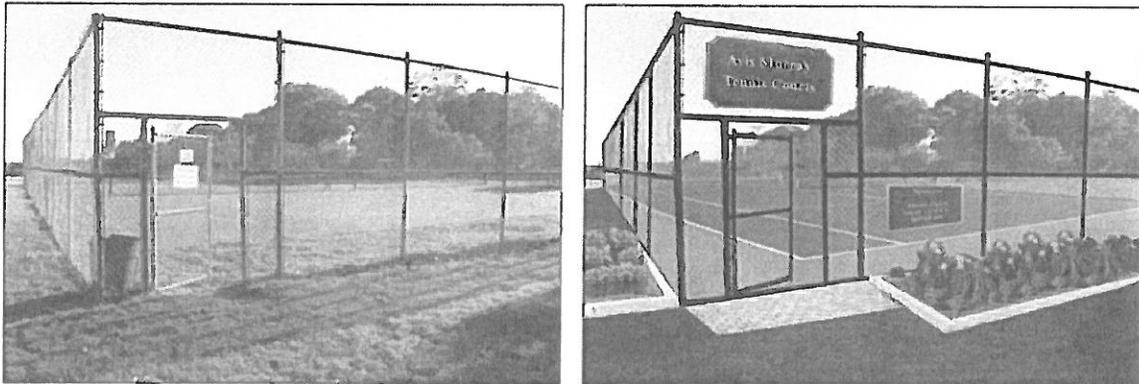


Figure 4. Current (left) and future state (right) of court entrance illustrating gardens and signage.

Meeting Community Preservation Criteria

Will address concerns cited in Gloucester's Open Space and Recreation Committee report

The 2017 survey conducted by Gloucester's Open Space and Recreation Committee (<http://gloucester-ma.gov/DocumentCenter/View/4651>) noted the poor conditions of the Boulevard tennis courts and the value of courts accessible to the public:

- "We need more tennis courts."
- "Tennis courts are sometimes in rough shape, but nice to have access to."
- "Tennis courts near Stage Fort Park are not well maintained."
- "Nets at Boulevard/Stage Fort tennis courts are often in disrepair."
- "Tennis courts at Stage Fort Park could use some work."

The restoration of these courts will remedy the rundown conditions and provide renewed tennis courts open to the public.

Will serve a significant number of residents

This area of the City, including the Boulevard and Stage Fort Park is a major area for casual outdoor activities and is used by walkers, runners, cyclers, bocce players and rollerbladers. We have noted the elevated level of pride that citizens have for the Boulevard following the successful creation of the gardens and work done to restore the seawall, railings, benches, etc. Continued revitalization of this portion of the boulevard, such as rejuvenation of the rundown tennis facilities contemplated by the Friends, will serve to attract more people of all ages promoting family recreation.

Will preserve and expand the range of recreational opportunities

Tennis is a lifelong sport for all ages and is a wonderful way to stay healthy through exercise for all ages. It helps the growth of youngsters in helping with eye hand coordination, working together and as a team, development of motor skills, building confidence and strength and character. It also teaches people to respect each other and builds friendships. In this way, this project will preserve and improve the intended use of a City owned asset.

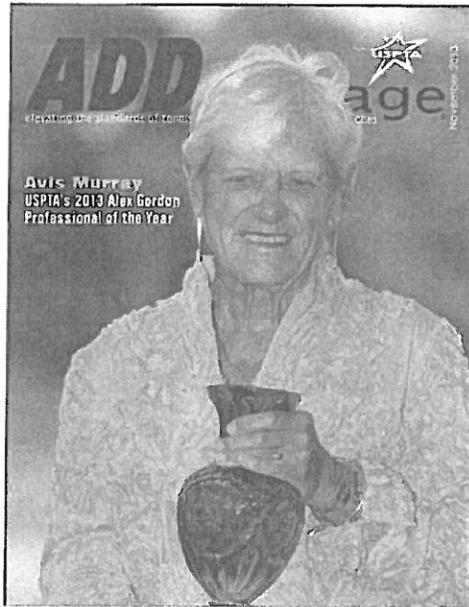
Has community support and leverages private funds

Community support for this project is significant and Appendix C includes letters of support. In addition, the project has received the endorsement of the Mayor, City Council and Stage Fort Park Advisory Council. Community support is also evidenced by the broad base of private donors, who already have and will contribute to the cost of this initiative. To date, over \$50,000 has been secured in private donations toward the cost of the work.

Successful Completion of Goals

Upon completion of these court renovations, the Friends, City Council, Mayor and Stage Fort Park Advisory Board have endorsed that these courts be named in honor of Avis R. Murray, Gloucester's tennis legend. We can't think of a more deserving athlete and community role model to have this honor.

Appendix A: Avis R. Murray



Avis Murray is a lifelong resident of Gloucester, Massachusetts and has been a passionate ambassador for the sport of tennis. As a player, teacher and coach she has guided and inspired generations of North Shore residents to embrace the sport of tennis.

Professional

- Director of Tennis, Bass Rocks Golf & Tennis Club, 47 years (1971)
- Teaching Professional, Manchester Athletic Club, 45 years (1973)

Accolades

- Gloucester High School Athletic Hall of Fame
- USTA New England Hall of Fame
- USPTA New England Hall of Fame
- New England Youth Tennis Foundation Ned Weld Award
- USTA New England Gardner Ward Chase Memorial Award
- Gloucester Fisherman's Athletic Award given in Avis' honor

Appendix B: Friends of Avis R. Murray Committee

- J.J. Bell
- Lee Cunningham
- Maryellen Delacy
- Terri Doane
- Val Gilman
- Peter Hood
- Tracey Hughes
- Lisa Lambert
- Donna Lupo
- Larry Maver
- Lynne Salah
- Meryl Sheriden
- Dick Wilson

Appendix C: Endorsement Letters

The following pages contain copies of endorsements received from:

- City of Gloucester
- CAPE ANN Office of Veterans' Services
- Cape Ann YMCA
- Generous Gardeners
- Bass Rocks Golf Club

Public Works
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

Community Preservation Committee
C/O The Community Development Department
3 Pond Road
Gloucester, MA 01930

26 November 2018

RE: Endorsement of the "Friends of Avis" Boulevard Tennis Court Renovations

Dear Committee Members:

The Department of Public Works and the Office of the Mayor are pleased to submit this letter of support for the Friends of Avis Murray application for Community Preservation funding to renovate the Boulevard tennis courts.

Tennis has long been a sport that can be enjoyed by all ages and abilities. The current condition of the tennis court along Western Avenue and Gloucester Harbor limit their functional use due to age and wear. This project aims to refurbish the courts to a new condition, allowing the expansion of recreational tennis opportunities in Gloucester. The project will continue to enhance the investments made by the Administration along Stacy Boulevard for the benefit of city residents and visitors.

Mayor Theken and the Gloucester City Council have already approved the renaming of these two tennis courts after Avis Murray. Avis is a lifelong Gloucester resident, and one of the most recognizable local names in the sport of tennis. As a talented player, instructor and coach and nearly a lifetime of dedication to tennis, her passion for the sport has been shared with many in the city and region. This project is a wonderful example of what a community can do with CPA funding: reestablish a beautiful asset and honor one of its outstanding citizens.

Sincerely,

Michael Hale
Director of Public Works



Office: 12 Emerson Avenue
Mail: City Hall, 9 Dale Avenue
Gloucester, MA 01930

CAPE ANN Office of Veterans' Services

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

11/21/2018

To Whom It May Concern,

The Cape Ann Office of Veterans Services is honored to stand with and support the Friends of Avis Murray in their efforts to restore and name the tennis courts on Stacy Boulevard in Gloucester in her honor. Avis exemplifies the ideal role model for all in our community and especially for our young women. From her 9 years of Honorable active duty service in the United States Army during the Vietnam War and her following career as a Master Pro Tennis Athlete and coach, she stands as an exceptional example for all. We are proud to stand with many others to pledge our support and hopes that Avis Murray a citizen, who served her country proudly, accomplished a remarkable achievement of athleticism in Tennis, and who then returned to serve and teach future generations is encapsulated into our great history of Gloucester. We hope that these planned refurbished tennis courts will stand as an example for future generations and hopefully one-day help train the future Avis Murray.

Very Respectfully,

Adam J Curcuru

District Director



November 20, 2018

Cape Ann YMCA
71 Middle Street
Gloucester, MA 01930
978 283 0470
fax 978 283 3114

To whom it may concern

I want to write this letter of support for the Friends of Avis Murray committee that has banded together to raise funds to reconstruct the two tennis courts located on the Stacy Boulevard.

Greater Beverly YMCA
254 Essex Street
Beverly, MA 01915
978 927 6855
fax 978 927 6530

Much has already been done to beautify the boulevard such as to rebuild the seawall, repair railings, install historic statues, extensive gardens, new benches, bocce courts, etc. The one missing link in that immediate area are the two tennis courts located between the Fishermen's Wife Statue and the Little League baseball field. They are in rough shape and are in need of a reconstruction.

Haverhill YMCA
81 Winter Street
Haverhill, MA 01830
978 374 0506
fax 978 373 0710

Mayor Sefatia Romeo Theken and the City Council have approved the naming of these two courts after our local tennis legend Avis Murray. Avis has dedicated her life to the sport of tennis. She is a master pro who has been teaching and coaching four generations over the past 47 years. In 2009 Avis was inducted in to the Tennis Hall of Fame, just to name one of her many accolades she has received to date.

Ipswich Family YMCA
110 County Road
Ipswich, MA 01938
978 356 9622
fax 978 356 0625

We are so fortunate to have her in Gloucester where her passion for the city, the community, child development, and for tennis is an inspiration to all.

Lynch/van Otterloo YMCA
40 Ingers Hill Road
Marblehead, MA 01945
781 631 9622
fax 781 639 0190

In addition to raising funds for the project privately, they are applying for the Community Preservation Act grant. I am writing to ask for your support as these public tennis courts will benefit all near and far, especially our local children that can benefit from affordable exposure to the great game of tennis.

Salem YMCA
One Sewall Street
Salem, MA 01970
978 744 0351
fax 978 740 9168

Thank you for your time and if I can be of further assistance please do not hesitate to call me at the YMCA.

YMCA of the North Shore
245 Cabot Street
Beverly, MA 01915
978 522 0930
fax 978 522 7602

Sincerely,

Timothy P. Flaherty
Executive Director
Cape Ann YMCA





Stacy Boulevard
101 Western Ave, Suite 1
Gloucester, MA 01930
TEL 781-346-1363

November 15, 2018

"Friends of Avis"
c/o Bass Rocks Golf Club
34 Beach Road
Gloucester, MA 01930

RE: Endorsement of the "Friends of Avis" Boulevard Tennis Court renovations

Generous Gardeners is please to support the "Friends of Avis" group in their fundraising endeavor to renovate and beautify the Stacy Boulevard Tennis Courts.

These public tennis courts are located within several of the gardens that Generous Gardeners will be replanting and maintaining on Stacy Boulevard and we enthusiastically support their fundraising efforts to make improvements to this significant area. This project will expand the beauty and functionality of the boulevard and significantly improve the use of a City-owned asset. Generous Gardeners will provide the volunteer labor to maintain the gardens proposed as part of this project.

As do the many gardens, the project will further enhance the improved appearance of Stacy Boulevard, benefiting city residents and continuing to attract visitors as well as encourage outdoor activity for residents of all ages.

Sincerely,

Susan Kelly
President
Generous Gardeners



December 2018

To whom it may concern,

The Bass Rocks Golf club is honored to be associated with Avis Murray our Tennis Professional for over 40 years. Avis exemplifies the meaning of a true Professional in her field, community and throughout the country. Besides all her accolades, including being elected to the USTA Tennis Hall of Fame, Avis has kept her humble approach making life better for everyone she meets.

The "Friends of Avis Murray" represents a group of Cape Ann residents and their friends who want to make Gloucester better. The improvements along the boulevard have been incredible with the new sea wall and the beautiful gardens and now we look forward to two first class tennis courts for the public's use.

Bass Rocks Golf Club's fully supports the "Friends of Avis Murray" and their efforts to refurbish the boulevard tennis courts and its surroundings.

Sincerely,

Paul Ingram

Bass Rocks Golf Club
President

Bass Rocks Golf Club 34 Beach Road Gloucester MA 01930
www.bassrocksgolfclub.org (978) 283-1866

Appendix D: Cost Proposals

- New England Sealcoating Co., Inc.
- Sports Tek, Inc.
- Reliable Fence
- DURABLE PAINTING LLC

PROPOSAL



New England Sealcoating Co., Inc.

-Specialists in pavement maintenance, tennis courts and recreational surfaces-



"Quality Since 1945"

131 D.W. Highway, PMB 503
Nashua, NH 03060-5245
(603) 598-9200

MAIL TO: 120 Industrial Park Road
Hingham, MA 02043
(781) 749-6800 • Fax (781) 749-2780
www.newenglandsealcoating.com

11 South Angell St., PMB 364
Providence, RI 02905
(401) 621-3770

T
O Peter Hood
Bass Rocks Golf Club
PO Box 303
Gloucester, MA 01930

J
O B PHONE: (978) 283-7571
FAX: (978) 282-7725

August 30, 2018

Town Tennis Courts
Western Ave
Gloucester, MA

PROJECT: 2 bituminous concrete all-weather Tennis Courts
SCOPE: 872 linear feet 1,533 square yards
COLOR: US Open Blue Inbound, US Open Green on Outbound
BOUNCE: Medium Slow

APPLICATION: Furnish all labor, material and equipment to install the Titan Trax Repair System over the entire court and apply a three (3) coat Acrylic Surface System to bituminous concrete surface as outlined below:

1. Open fencing as needed.
2. Remove 389 SY of grass area to a depth of 15".
3. Provide and install 12" of processed base material.
4. Remove existing net posts, sleeves, center anchors and install two (2) new sets of Douglas net posts, sleeves and center anchors.
5. Remove vegetation, if any, from the cracks and thoroughly clean the cracks with the use of brooms and air pressure.
6. Install a base in the cracks where needed.
7. Fill all cracks with a court patch binder or hydrolic concrete depending on the size of the cracks.
8. Install the Titan Trax System over over the entire court area.
9. Over the membrane joints install a 4" & 12" membrane
10. Apply one (1) coat of mixed polyseal over the entire court area.
11. Sweep and air clean area to be surfaced.
12. Apply one (1) coat of acrylic resurfacer mixed with 5-10 pounds of 50-60 mesh silica sand per gallon of resurfacer and applied at a rate of .07 to .10 gallon per square yard.
13. Apply two (2) coats of Latexite textured surface at a rate of approximately .05 gallon/SY per coat.
8. Layout, mask and stripe playing lines with a paintbrush using 100% acrylic textured line paint.
9. Remove masking tape and clean up general work area

1,533 Square Yards

\$90,273.00

NOTES:

1. Minor cracks will not be covered with the Titan Trax System, but will be filled with acrylic
2. Cracks may reappear after a period of time.
3. Hairline Cracks may develop over time in the colorcoating on the Titan Trax System. The cracks are only in the colorcoating and not in the Titan Trax.
4. This quote is good for 30 days.
5. The prevailing wage will be paid.

TsnTitan++

We propose to furnish material and labor — complete in accordance with above specifications, for the sum of : \$ 90,273.00
TERMS: 30% DEPOSIT REQUIRED, BALANCE DUE UPON COMPLETION.

NOTE: Please sign white copy and return with deposit to Hingham, MA.
Submit tax exempt certificate if applicable.

Authorized
Signature

Craig Swain

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature: _____

Sports Tek, Inc
PO Box 4572, Salem, MA 01970
Rogersportstek@yahoo.com
978 578 1379

September 18, 2018

To: Theresa Doane

For: Gloucester Boulevard Tennis Courts

Construct Pickleball Courts

Sports Tek is pleased to provide you with this quote for the reconstruction of two (2) tennis courts. SPORTS-TEK would provide the following:

Step I - Site Preparation:

- Grind up existing tennis courts

Step II – Pave Court Surface

- Final grade existing surface.
- Furnish, spread and roll 1.5" thick hot bituminous concrete binder course
- Furnish spread and apply 1.5" thick hot bituminous concrete Type 1 surface (tennis court grade)

Step III – Posts, and Nets

- Install two (2) sets of Courtmaster Round tennis posts with external cranks
- Install two (2) Courtmaster Royale tennis nets

Step IV – Paint Surfaces

- Apply Four (4) coats of Deco full acrylic playing surface
Note: This is the manufacturer of the tennis court acrylics of the U.S. Open
- Stripe tennis lines white
- Clean job site thoroughly

NOTES:

1. Proper access for heavy duty trucks/machines is required.
2. This is prevailing wage price.
3. The owner and/or his representative shall identify underground utilities. Dig Safe will be notified of all work pertaining to the construction of the courts. However any damage done to underground structure that have not been marked or identified shall be repaired by those other than SPORTS-TEK.
4. If time from submission of this proposal to construction exceeds 30 days, the prices associated with this proposal are subject to increases and decreases as the work

requested is dependent on factors beyond our control. i.e. Trucking, transportation, asphalt, fill, paint, and steel.

5. SPORTS-TEK uses all reputable contractors. Please feel free to ask for references.
6. This does not include fence work or any damage to the site. These services to be paid for by others.

PRICE: \$75,500

TERMS: 1/3 payment upon signing contract, 1/3 payment after completion of paving, balance on completion

DELIVERY: Approximately 4 weeks, weather permitting.

Respectfully submitted by
Roger Bouchard of SPORTS•TEK
President

Accepted by

Roger G. Bouchard

Date: _____

Date: _____



www.ReliableFenceBoston.com

60+ YEARS OF QUALITY AND SERVICE
1-800-321-9363
283 Salem Street • Woburn, MA 01801

Peabody: 978-535-3535
Waltham: 781-890-6106
Braintree: 781-358-6800
Haverhill: 978-346-8007
Dedham: 781-326-6343
Fax: 781-923-9304

Mike T.

We would like the opportunity to earn your business. Please call our full time office staff at 800-321-9363 with any questions you might have.

To proceed with your order, please send a signed copy of this proposal and the required deposit to: 283 Salem Street, Woburn, MA 01801

P.S. REMEMBER TO CALL DIG SAFE AT 811

Proposal Submitted to: Peter Hood @ Bass Rocks GC Job Location: Western Blvd Tennis Courts @ Ocean
 Street: 34 Beach Road Directions:
 City, State, Zip: Gloucester MA 01930 Comments: **2017 Angie's list SUPER SERVICE AWARD** **ANGIE'S LIST SUPER SERVICE AWARD 2013**
 Phone: 978-302-1310 Cell: Fax:

**TERMS & CONDITIONS
PLEASE READ CAREFULLY**

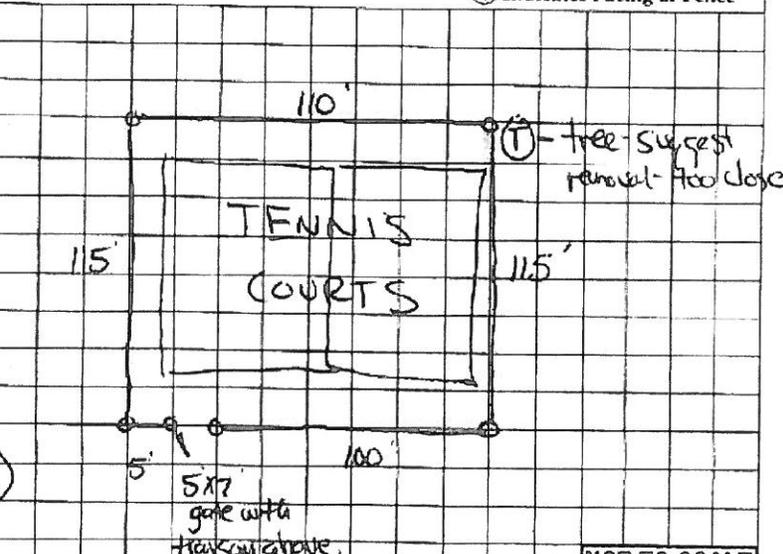
- ALL ORDERS ARE CUSTOM MADE and are limited to the scope of work as outlined. Any additional work will be billed at \$120 per hour including travel time plus necessary materials. Quote is based on conditions at date of proposal. Customer is responsible to notify Reliable of any changes.
- Projects that have been started by Reliable, then stopped and re-started at a later date per customer request, will incur an additional \$450 re-start charge. This covers additional costs for set-up, break-down and travel time.
- Customer is to clear proposed fence lines prior to installation of all obstructions. A clear area 18" from the center line of fence on each side is required for proper installation. **NOTE:** Reliable is not responsible for shrubs or flowers within 36" of proposed fence lines. Customer should tie back or remove all plantings they wish to protect.
- Customer **MUST** contact Dig-Safe at 811. (RFC ID# 16498) **NO DELAY!** There is a 3 day waiting period, so this must be done at least one week prior to install start. Permit is valid for 30 days.
- Customer to clearly mark all underground utilities. Reliable is not responsible for any damage to underground utilities (gas lines, electric, etc.) that are not clearly marked. **RELIABLE IS ALSO SPECIFICALLY NOT RESPONSIBLE FOR ANY UNMARKED SPRINKLER LINES.**
- Every city and town has differing regulations and restrictions regarding fencing. The customer is responsible for conforming to local ordinance & **OBTAINING PERMITS IF REQUIRED.**
- The customer is responsible for establishing and marking all property lines and providing survey markings if necessary.
- Customer to provide an active water source and live electrical power outlet.
- Reliable cannot remove excess soil and rocks from property. Ancillary asphalt and/or masonry work responsibility of owners.

SCOPE OF WORK

Footage	Height	Style	Footage	Height	Style
(A) 450'	10'	All black vinyl	(B)		
		Chain link system			
Posts	3" terminals 2 1/2" lines		Posts		
Rails	1 5/8" top, middle and bottom rails		Rails	all 5540 commercial grade framework	
Trim	* Heavy 1 3/4" black vinyl coated mesh (special for tennis courts)				
Gates	one 5' wide x 7' tall		Gates		
Misc.	walk gate with standard lockable oar-latch hardware				
<input type="checkbox"/> All gates with steel/welded no sag frame <input type="checkbox"/> Other			Customer supplied mesh (lock)		
<input checked="" type="checkbox"/> Take down and removal of existing: included - old enclosure, posts cut @ grade					
<input type="checkbox"/> Price does not include disposal of cement bases - Add \$50 per base for disposal.					

LAYOUT:

(F) Indicates Facing of Fence



SPECIAL OPTIONS:

Prevailing wage Rate included
 Assumes customer is tax exempt (proof required)

<input type="checkbox"/> Additional Site Check Required	<p align="center">THANK YOU FOR CONSIDERING RELIABLE FENCE BOSTON</p> <p>We hereby propose to furnish materials and installation in accordance with the above specifications for the sum of: \$ <u>29,750 -</u></p>
<input type="checkbox"/> If checked, this project is priced on a "fill in" basis and will be done without notice. If you require a scheduled date, add \$240 per month.	
<p><i>20% off Materials</i></p> <p>Special Terms pricing reflects discounts based on RFC Special Purchases. QUANTITIES LIMITED! cannot be combined with any other offer. <i>For Peter</i></p>	<p>BY: <u><i>[Signature]</i></u> Date <u>11/12/18</u></p> <p>This Proposal may be withdrawn by Reliable if not accepted within 10 days.</p>
<p>Special Order/Fabrication <i>No Cancellation Possible after 3 Days</i></p>	<p>Acceptance of Proposal The above prices, specifications, terms and conditions are satisfactory and hereby accepted. Reliable is authorized to do the work as specified. Payment will be made as indicated. All materials remain the property of Reliable until final payment is received. Any cancellation (3 days or more after acceptance) is subject to a 15% cancellation fee (written notice required).</p>
<p>PAYMENT OPTIONS (choose one):</p> <input type="checkbox"/> Cash/Check - 50% Deposit with Balance COD <input type="checkbox"/> Mastercard/Visa/American Express - 100% Advance Payment	
<p>A service charge of 1.5% per month (18% annually) will be charged on all Past Due Balances.</p>	

DURABLE PAINTING LLC
INTERIOR & EXTERIOR PLUS

Client: Friends of Avis
Western Av
Gloucester, Ma 01930
Phone: 978-302-1310

Durable painting213@gmail.com
13 Williams St Beverly Ma, 01915
Proposal #331
Date: November 28, 2018

Re: Exterior Paint

In regard to the interior Preparation, and painting at the above referenced property, Durable Painting will provide the necessary labor and materials to prepare, prime and paint the interior as detailed below.

Detailed project specifications

Chain Link fence 120 Ft in Length and 110 Ft in Width

Spray one coat of industrial metal prime rust-Oleum
Spray two coats of rust-oleum chain link fence paint

Durable painting LLC warrants labor and materials for period 1 year. Responsibility is limited to the supply of labor and materials to correct the defective condition.

This warranty specifically excludes damages caused by accident/abuse, weather conditions such as temperature change or excessive moisture, defective building materials or faulty workmanship by others

Preparation:

New walls and trims will be prep and primed prior to application of the finish coat(s)

Peeling areas will be scraped and sanded prior to application of the finish coat(s)

Wood cracks and joints will be sealed with paint-grade caulking
Furnishings and floors will be protect with drop-clothes as required to prevent
damage from paint spatters

Colors:

Choice of color may affect the number of coats required for adequate coverage. If
beyond the scope of work specific above a change order may be required.
Color must be chosen 1 week prior to start date

Materials \$1760.00

Employee compensation \$1120.00 (two guys 16 hours
each \$35.00 per hour)

Durable painting compensation \$4120.00

Total \$7000.00

First draw: 50% due on acceptance of contract
Final draw 50% due once the job is completed

Acceptance:

The undersigned proposes to furnish materials and labor to complete the work
mentioned above, for the amount in said proposal, and according to the terms
thereof:

DURABLE PAINTING _____
DATE _____

I acknowledge and accept the terms and conditions of this proposal

FRIENDS OF AVIS _____
DATE _____