

Patrick Sullivan III

From: Estridge, Kathleen (CDA) [kathleen.estridge@state.ma.us]
Sent: Wednesday, July 17, 2013 3:23 PM
To: Patrick Sullivan III
Cc: Main, Mikael (CDA)
Subject: Somerville 2012 EMPG contract documents
Attachments: Somerville.pdf; 1 Contract pgs 2-5.docx; 2 Attachment B CASL_Form.pdf; 3 On Completing the Contractor Authorized Signatory List_REVISED.docx; 4 MEMA PMO SpecialConditions.docx

Good afternoon Deputy Chief Sullivan,

On behalf of Director Kurt Schwartz, I am pleased to provide your community with the attached FFY2012 EMPG contract. Please note: **Funds cannot be spent at this point. Please do not proceed with your project until a finalized contract is returned to you.**

The following contract documents and guidance are attached to this email:

- your Contract (first page, and pages 2-5)
- the 'CASL'
- MEMA PMO Special Conditions document
- Guidance on Completing the CASL

Please have the authorized person in your community sign and date the Contract, CASL, and Special Conditions and send the signed, originals to your MEMA Regional Contact listed below. **We cannot accept copies.**

As possible, return these forms within ten business days to your MEMA Regional Contact:

Mike Main
MEMA Region I
PO Box 116
Tewksbury MA 01876

When MEMA receives your signed contract documents we will review and process them. Once MEMA's Chief Fiscal Officer signs the contract, it will be finalized. We will send you a copy of your finalized contract via email, authorizing you to expend funds.

Thank you, and please contact me with any questions.

Kathy Estridge
Project Management Office Coordinator
Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702
Kathleen.Estridge@state.ma.us
Phone (508) 820-1447
FAX (508) 820-2030

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 this 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. Check 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/proc under Guidance for Vendors - Forms or www.mass.gov/proc under OSD Forms.

CONTRACTOR LEGAL NAME: CITY OF SOMERVILLE (and d/b/a): LEGAL ADDRESS: (W-9, W-4, T&C): 93 HIGHLAND AVE, SOMERVILLE, MA 02143-1740 Contract Manager: Director Patrick Sullivan Email: psullivan@comverthemanager.com Phone: _____ Fax: _____ Contractor Vendor Code: VC6000192138 Vendor Code Address ID: (e.g. "AD001"), AD 001 (Note: The Address ID must be set up for EET payments.)	COMMONWEALTH DEPARTMENT NAME: MASS EMERGENCY MANAGEMENT AGENCY AGENCY: MAARS Department Code: CDA, EMERGENCY MANAGEMENT AGENCY Business Mailing Address: 400 WORCESTER RD FRAILINGHAM MA 01762 Billing Address: (if different): Contract Manager: KATH EEN ESTRIDGE Email: KATH.EEN.ESTRIDGE@STATE.MA.US Phone: 508.820.4447 Fax: 508.820.2030 MAARS Doc ID(s): FY44EMP0120000050AHV RFPR/procurement or Other ID Number: FY2012 EMP0
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> NEW CONTRACT <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 §15 CMR 2.00) (Attach RFR and Responses 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 seal or Other: (Attach authorizing language/justification, scope and budget)	
CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: ____/____/20____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative seal 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.
 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 by the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under §15 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 for new Total if Contract is being amended): \$22,030.00

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EET 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 not blank, identify reason: ____ agree to standard 45 day cycle ____ statutory/legal or Ready Payments (S.L.C. 28, § 22A). only initial payment (subsequent payments scheduled to support standard EET 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.) Funding for this grant is provided through the FY2012 Emergency Management Performance Grant, the Catalog of Federal Domestic Assistance (CFDA) number is 97.042. The community intends to purchase a trailer, computer, batteries and radiation detection equipment.

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 (see last 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 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 never releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **MAY 31, 2014**, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, regarding, invoicing of 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 terms and penalties of penalty, 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 §01 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: <u>[Signature]</u> Date: <u>9/4/13</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Patrick T. Sullivan</u> Print Title: <u>Deputy State Chief</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>9/4/13</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Mahr</u> Print Title: <u>Chief Financial Officer</u>
--	--

Essex	1	Peabody	11		
Suffolk	1	Revere			
Norfolk	2	Weymouth			
Hampden	3	Chicopee			
Bristol	2	Taunton			
Middlesex	1	Medford			
Plymouth	2	Plymouth			
Suffolk	1	Brookline			
Middlesex	1	Malden			
Middlesex	1	Waltham			
Essex	1	Haverhill	12		
Middlesex	1	Framingham			
Middlesex	1	Somerville			
Essex	1	Lawrence			
Middlesex	1	Newton			
Bristol	2	Fall River			
Essex	1	Lynn			
Norfolk	2	Quincy			
Plymouth	2	Brockton			
Bristol	2	New Bedford			
Middlesex	1	Cambridge	13		
Middlesex	1	Lowell			
Hampden	3	Springfield			
Worcester	4	Worcester	14		
Suffolk	1	Boston			

MEMA Population Tiers and Funding

FFY 2012

TIER 1	0 - 999	\$1,790.00
TIER 2	1,000 - 7,999	\$2,030.00
TIER 3	8,000 - 9,999	\$2,350.00
TIER 4	10,000 - 14,999	\$2,790.00
TIER 5	15,000 - 19,999	\$4,030.00
TIER 6	20,000 - 24,999	\$4,530.00
TIER 7	25,000 - 29,999	\$6,030.00
TIER 8	30,000 - 34,999	\$8,030.00
TIER 9	35,000 - 39,999	\$9,030.00
TIER 10	40,000 - 49,999	\$14,030.00
TIER 11	50,000 - 59,999	\$20,030.00
TIER 12	60,000 - 99,999	\$22,030.00
TIER 13	100,000 - 149,999	\$34,030.00
TIER 14	150,000 +	\$70,030.00

Source - Census 2010 - <http://www.sec.state.ma.us/census/>