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CITY OF AMESBURY, MA



CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-THREE

SPONSORED BY: Kassandra Gove **BILL No. 2023-106**
Kassandra Gove, Mayor

An Order to authorize the Mayor to accept and expend a grant in the amount of \$9,020.00 from the Massachusetts Emergency Management Agency to be used by Amesbury Emergency Management Agency, which is managed by the Amesbury Fire Chief.

Summary: These grant funds will be expended for the purpose of maintaining Amesbury's Radiological Emergency Response Preparedness Program for the Operation Center for FY 2024.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:

That the City of Amesbury authorizes the Mayor to accept and expend a grant in the amount of \$9,020.00 from the Massachusetts Emergency Management Agency to be used by the Amesbury Emergency Management Agency, which is managed by the Amesbury Fire Chief.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions and Contractor Certifications**, the **Commonwealth Terms and Conditions for Human and Social Services** or the **Commonwealth IT Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Amesbury (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MA Emergency Management Agency MMARS Department Code: CDA	
Legal Address: (W-9, W-4): 62 Friend St., Amesbury, MA 01913		Business Mailing Address: 400 Worcester Road, Framingham, MA 01702	
Contract Manager: James Nolan	Phone: 978-388-8185	Billing Address (if different):	
E-Mail: Nolanj@amesburyma.gov	Fax: 978-388-8184	Contract Manager: Kenyi Suarez	Phone: 508-630-5727
Contractor Vendor Code: VC6000191693		E-Mail: kenyi.suarez@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT CDA FY24PO329AMESBURY000	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or 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"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> 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 Date, 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"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
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). \$ 9020.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.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.)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 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. <input checked="" type="checkbox"/> 3. were incurred as of JULY 1, 2023 , 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, 2024 , 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 certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further 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, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, 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: <u>Kassandra Gove</u> Date: <u>10/13/2023</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>KASSANDRA GOVE</u> Print Title: <u>MAYOR</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Claire Stewart</u> Print Title: <u>Fiscal Coordinator</u>	



ATTACHMENT A
SCOPE OF SERVICES FOR TOWN/CITY OF AMESBURY
CT-CDA-FY24PO329AMESBURY000

Scope of Performance:

This grant is issued in accordance with 815 CMR 2.00, and all applicable federal and state laws, statutes, rules, regulations, policies, and other governing documents.

Funds may be expended for the purpose of maintaining the community's Radiological Emergency Response Preparedness Program for the Reception Center. The period of performance will be state fiscal year (SFY) 2024, beginning July 1, 2023 through June 30, 2024.

Budget:

The total value of this contract is **\$9,020.00**. Payment will be issued upon receipt and acceptance of adequate documentation of completion of contract performance requirements.

One-quarter (25%) of the awarded funding will be distributed upon execution of this contract and receipt of checklist completion. The balance of the SFY 2024 funding will be distributed quarterly thereafter upon satisfactory completion of the checklist activities for each quarter.

Reporting:

The community's Emergency Management Director must complete the activities listed in Section 2, ***Emergency Management Director RERP Maintenance Checklist***, throughout the fiscal year.

The community agrees that all financial and programmatic records, supporting documents, statistical records, and other records associated with this contract are required to be retained for a period of seven (7) years, beginning on the first day after the final payment under this contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving this contract.