



CITY OF SPRINGFIELD

City Clerk's Office February 29, 2012

Regular Meeting Agenda~

I hereby notify you that at twelve o'clock noon today the following items of business had been filed with this office and can be acted upon at the meeting in City Council Chambers, Room 200 at City Hall, 36 Court Street **Monday evening March 5, 2012** at 07:00 PM according to Section 12, Rules and Orders of the City Council.

City Clerk

Call to Order

7:00 PM Meeting called to order on March 5, 2012 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

Communications

Reports

1. Statement of Revenues and Other Sources,
And Expenditures and Other Uses
Budget and Actual - General Fund

Informational

- (1.) From BPW re:Laconia Street - Installing PVC Conduits (Verizon) – <<Enter brief purpose>>
- (2.) From BPW re:Stocker Street - Installing PVC Conduits (Verizon) – <<Enter brief purpose>>
- (3.) From BPW re:Montmorenci Street - Installing a Handhole (WMECO) – <<Enter brief purpose>>
- (4.) From BPW re:Tyler Street - Installing a Handhole (WMECO) – <<Enter brief purpose>>
- (5.) From BPW re:Berkshire Avenue - Installing a Pole (WMECO) – <<Enter brief purpose>>

Orders

- (1.) Reserve for Contingency to Planning / Eco Dev (Mayor Sarno)
10,077
- (2.) Parks - Barney House Tent (Mayor Sarno)

ATTACHMENTS:

- tent check (PDF)

(3.) FY2012 Mobile Decontamination Unit (Mayor Sarno)**ATTACHMENTS:**

- MDU (PDF)

(4.) Metropolitan Medical Response (MMRS) Program Grant FFY 2011 (Mayor Sarno)**ATTACHMENTS:**

- 20120228141956734 (PDF)

(5.) FFY11 STOP Violence Against Women (VAWA) (Mayor Sarno)**ATTACHMENTS:**

- VAWA Letter (PDF)

(6.) FY12 Shannon Grant (Mayor Sarno)**ATTACHMENTS:**

- Shannon Support (PDF)

(7.) FY 2012 State 911 Support Incentive Grant (Mayor Sarno)**ATTACHMENTS:**

- 911 Support & Incentive Grant Support (PDF)

(8.) Bills of Prior Year - DPW/SRA (Mayor Sarno)**ATTACHMENTS:**

- 3-5-12 - Prior Year Bills Schedule 1x (PDF)
- DPW-SRA-Law BOPY 3-5-12 (PDF)

(9.) PV AHEC-MODEL Grant Acceptance - No Match Required (Mayor Sarno)**ATTACHMENTS:**

- HHS PV AHEC GRANT 352012 (PDF)

(10.) Parking Garage for the Intermodal Transportation Center (IMTC) (Mayor Sarno)**ATTACHMENTS:**

- Union Station 7 7M (PDF)

(11.) State Aid for Public Libraries - No Match Required (Mayor Sarno)**ATTACHMENTS:**

- libraries - state aid (PDF)

Ordinances

- (1.) (ID # 1558) - Amending Title 5, Section 5.28.010, Taxi and Livery Ordinance**
Section 5.28.010 (D) is to be amended.



City of Springfield

SCHEDULED

Meeting: 03/05/12 07:00 PM
Initiator: Lou DiCarlo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1540

2.A.2.1

Order of Location for the Installation and Maintenance of Underground Utilities

By the City Council of the City of Springfield, Massachusetts:
Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED:

That the VERIZON NEW ENGLAND, be and it is hereby granted a location for and permission
to <<Insert proper utility template>>

Laconia Street - Installing PVC Conduits (Verizon)

<<Enter brief purpose>>

Also that permission be and hereby granted said {ResUserUserLookup1} to complete the
above request.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on March 5, 2012

City Clerk

We hereby certify that on February 6, 2012, at 5:00 PM, at The Corner of Laconia Street and Stocker Street a public hearing was held on the petition of the VERIZON NEW ENGLAND for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the March 5, 2012, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk



City of Springfield

SCHEDULED

Meeting: 03/05/12 07:00 PM
Initiator: Lou DiCarlo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1541

2.A.2.2

Order of Location for the Installation and Maintenance of Underground Utilities

By the City Council of the City of Springfield, Massachusetts:
Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED:

That the WESTERN MASSACHUSETTS ELECTRIC COMPANY, be and it is hereby granted a location for and permission to <<Insert proper utility template>>

Stocker Street - Installing PVC Conduits (Verizon)

<<Enter brief purpose>>

Also that permission be and hereby granted said {ResUserUserLookup1} to complete the above request.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on March 5, 2012

City Clerk

We hereby certify that on February 6, 2012, at 5:00 PM, at The Corner of Laconia Street and Stocker Street a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the March 5, 2012, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk



City of Springfield

SCHEDULED

Meeting: 03/05/12 07:00 PM
Initiator: Lou DiCarlo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1542

2.A.2.3

Order of Location for the Installation and Maintenance of Underground Utilities

By the City Council of the City of Springfield, Massachusetts:
Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED:

That the WESTERN MASSACHUSETTS ELECTRIC COMPANY, be and it is hereby granted a location for and permission to <<Insert proper utility template>>

Montmorenci Street - Installing a Handhole (WMECO)

<<Enter brief purpose>>

Also that permission be and hereby granted said {ResUserUserLookup1} to complete the above request.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on March 5, 2012

City Clerk

We hereby certify that on February 8, 2012, at 5:00 PM, at The Corner of Montmorenci Street and Massasoit Street a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the March 5, 2012, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk



City of Springfield

SCHEDULED

Meeting: 03/05/12 07:00 PM
Initiator: Lou DiCarlo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1543

2.A.2.4

Order of Location for the Installation and Maintenance of Underground Utilities

By the City Council of the City of Springfield, Massachusetts:
Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED:

That the WESTERN MASSACHUSETTS ELECTRIC COMPANY, be and it is hereby granted a location for and permission to <<Insert proper utility template>>

Tyler Street - Installing a Handhole (WMECO)

<<Enter brief purpose>>

Also that permission be and hereby granted said {ResUserUserLookup1} to complete the above request.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on March 5, 2012

City Clerk

We hereby certify that on February 13, 2012, at 5:00 PM, at In Front of #245 Tyler Street a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the March 5, 2012, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk



City of Springfield

SCHEDULED

Meeting: 03/05/12 07:00 PM
Initiator: Lou DiCarlo
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1555

2.A.2.5

Order of Location for the Installation and Maintenance of Underground Utilities

By the City Council of the City of Springfield, Massachusetts:
Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED:

That the WESTERN MASSACHUSETTS ELECTRIC COMPANY, be and it is hereby granted a location for and permission to <<Insert proper utility template>>

Berkshire Avenue - Installing a Pole (WMECO)

<<Enter brief purpose>>

Also that permission be and hereby granted said {ResUserUserLookup1} to complete the above request.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Springfield, Massachusetts held on March 5, 2012

City Clerk

We hereby certify that on February 27, 2012, at 5:00 PM, at Berkshire Avenue at Champlain Street a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to complete the above mentioned request.

City Clerk

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Springfield, Massachusetts, on the March 5, 2012, and recorded with the records of location orders of said city. This certified copy is made under the provision of Chapter 166 of the General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk



City of Springfield

SCHEDULED

Meeting: 03/05/12 07:00 PM
Initiator: LeeAnn Pasquini
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1557

3.1

Reserve for Contingency to Planning / Eco Dev (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2011 and ending June 30, 2012 (FY'12), pursuant to Mass. Gen. Laws ch. 44, Section 33B, and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$10,077 from the Comptroller Reserve for Contingency to the Planning and Economic Development Salaries and Wages in order to fund a Senior Project Manager beginning 5/1/2012.

WHEREAS, the Patrick Burns, Comptroller, whose Department is in control of the appropriation from which the transfer is proposed to be made, has approved this transfer,

WHEREAS, after reviewing this order, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the transfer, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of \$10,077 from the Comptroller Reserve for Contingency to the Planning and Economic Development Salaries and Wages in order to fund a Senior Project Manager beginning 5/1/2012 and meet the expenses of the City of Springfield for Fiscal Year 2012.

From: Comptroller - Reserve for Contingency

0100-10-135-0000-0000-0010-000000-0000000-578200- \$10,077.00

To: Planning & Economic Development - Salaries & Wages

0100-10-175-1758-0000-0090-000000-0000000-501000- \$10,077.00

FISCAL IMPACT:

10,077



City of Springfield

SCHEDULED

Meeting: 03/05/12 07:00 PM
Initiator: LeeAnn Pasquini
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1556

3.2

Parks - Barney House Tent (Mayor Sarno)

Fiscal Year 2012 - Appropriations Order
Insurance Proceeds for Barney House Tent

WHEREAS, pursuant to a insurance settlement from York Risk Services Group for the City of Springfield, the proceeds are to be used for the replacement of the Barney Estate tent that was destroyed in the October snow storm; and

WHEREAS, the insurance settlement resulted in payments to the City totaling \$15,560.00; and

WHEREAS, the Parks Department seeks to use these funds to replace the destroyed tent;

WHEREAS, to meet the expenses of the Parks Department, for the fiscal year commencing July 1, 2011 and ending June 30, 2012 (FY'12), appropriations in the amount of \$15,560.00 as itemized below are hereby voted from the following sources, pursuant to Massachusetts General Laws Chapter 44, Section 32, and Chapter 468 of the Acts of 2008, and the recommendations of his Honor the Mayor.

WHEREAS, after reviewing this order, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

IT IS FURTHER ORDERED, that the City Council accepts the funds from the sources and approves the Appropriations as itemized below to meet the expenses of The Parks Department for Fiscal Year 2012.

SOURCES

Revenue from insurance proceeds	\$ <u>15,560.00</u>
TOTAL:	\$ 15,560.00

USES

Replacement of Barney Estate Tent	\$ <u>15,560.00</u>
Parks Department 0100-60-630-6510-0000-0000000-00000000-524030 Schedule A: -----	\$15,560.00

Mailing Information:

THE CITY OF SPRINGFIELD
200 TRAFTON RD
SPRINGFIELD, MA 01108

Claim Number : WKFC-3268A9
Claimant : The City Of Springfield Dba The Carriage House
Date of Loss : 10/29/2011
Check Number : 9826
Check Date : 02/21/2012
Check Amount : \$15,560.00
Type of Payment :
5101 BUILDING

Location : 31401114 The City Of Springfield Dba The Carriage House 200 Trafton Road
Detail : TENT DAMAGE ACV -\$2500 DEDUCTIBLE

THIS DOCUMENT CONTAINS A TRUE WATERMARK. HOLD TO LIGHT TO VIEW

York Risk Services Group, Inc.
In Trust for Chubb & Son
A Division of Federal Insurance Company
99 Cherry Hill Rd
Parsippany, NJ 07054

Wachovia Bank, N.A.
190 River Road
Summit, NJ 07901-1444
55-2/212

WKFC-3268A9

2/21/2012

9826

PAY FIFTEEN THOUSAND FIVE HUNDRED SIXTY AND 0/100 DOLLARS

***\$15,560.00

TO
THE
ORDER
OF

THE CITY OF SPRINGFIELD
200 TRAFTON RD
SPRINGFIELD, MA 01108



David Panico
Ronby
Two signatures required over \$10,000

Attachment: tent check (1556 : Parks - Barney House Tent)

Security features included. Details on back.



City of Springfield

SCHEDULED

Meeting: 03/05/12 07:00 PM
Initiator: Cheryn Wojcik
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1539

3.3

FY2012 Mobile Decontamination Unit (Mayor Sarno)

WHEREAS, the Springfield Fire Department (“Department”) has been awarded a “MDU-Mobile Decontamination Unit Deployment and Training Grant” of \$7,500.00 from the Department of Public Health and federal Health and Human Services Department, Office of the Assistant Secretary for Preparedness and Response; and

WHEREAS, funding made available through ASPR will support the field deployment and effective implementation of the decontamination units assigned to fire departments as “hospital protection units” as well as those assigned as “fire district” units; and

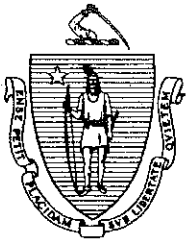
WHEREAS, the Department intends to use the grant funds to ensure timely availability of mass decontamination response and participate in collaborative training of hospital and fire service personnel in proper deployment of units and conduct one MDU operational exercise; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

“MDU Deployment and Training Grant- \$7,500.00”



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

DEVAL L. PATRICK
 GOVERNOR

TIMOTHY P. MURRAY
 LIEUTENANT GOVERNOR

JUDYANN BIGBY, MD
 SECRETARY

JOHN AUERBACH
 COMMISSIONER

January 19, 2012

Commissioner Gary G. Cassanelli
 Springfield Fire Department
 605 Worthington Street
 Springfield, MA 01105

Dear Fire Chief Cassanelli:

The enclosed documents are presented for your participation in receipt of contracted grant funds as awarded to the Massachusetts Department of Public Health (MDPH) from the federal Health and Human Services Department, Office of the Assistant Secretary of Preparedness and Response (ASPR), for the FFY2011 program of hospital preparedness.

The purpose of the funding is to ensure that the Mass Decontamination Units (MDU) assigned to your department will be maintained in a state of readiness in the event of an emergency. All 72 fire departments in the Commonwealth that have been assigned the decontamination units have been requested to participate. We request your continued participation in collaborating with the specified hospital(s) in your region, to ensure timely availability of mass decontamination response.

For this ninth allocation of funding, there are five tasks to be completed, and these tasks are outlined in the enclosed Scope of Services which details the work to be performed under this contractual agreement. Upon approval of the contractual agreement by the Department of Public Health, payment will be made in full, and expended for tasks completed prior to June 30, 2012.

You will note a change in the contractual agreement presented to you this year, which are unlike prior year's agreements. The duration is expressed as being effective through June 30, 2016, yet these funds provided currently are for a single year and must be liquidated by June 30, 2012. Future allocation of funding and the rate that will be paid to your department will be subject to award/appropriation of funding from ASPR to MDPH for this same purpose. For future allocation, you will be notified via letter in lieu of the standard contractual agreement documents, thus eliminating the need for further contractual agreement signing for your receipt of future funding for this purpose.

Funding that is made available to DPH from ASPR/HPP will support the field deployment and effective implementation of the decontamination units assigned to fire departments as "hospital protection units" as well as those assigned as "fire district" units. The enclosed contractual agreement will provide

additional needed resources to fire departments in each community. Your fire department for this ninth year, will receive \$2,000 for each Mass Decontamination Unit (MDU) assigned to you, by committing to the completion of five tasks by June 30, 2012.

The Authorized Signatory's signature is required on the enclosed contractual agreement documents and will engage your department to complete the tasks identified, and allow payment to be made.

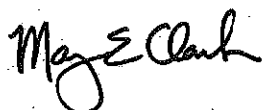
The following is a list of the enclosed documents:

1. Commonwealth of Massachusetts Standard Contractual Form: *signature and actual date signed required;*
2. Contract Form Instructions: enclosed as reference only;
3. Contractor Authorized Signatory Listing: You must prepare a new contractor authorized signatory listing for the person or persons authorized to engage your department in contractual agreements – *preparation of document and signature required;*
4. Commonwealth of Massachusetts Invoice, Form PV Payment Voucher: *signature required;*
5. Commonwealth of Massachusetts Terms and Conditions: enclosed as reference only, a signed copy is on file from previous agreement(s) executed with the Commonwealth;
6. Other Required Terms, Procurement Exceptions - additional terms for services that are procured via waiver, as these services have been procured and via Waiver #21916;
7. Scope of Services: outlines performance requirements for receipt of this ninth allocation of MDPH/ASPR HPP funds: enclosed as reference;
8. Fiscal Conditions/Budget: identifies the planned costs to be incurred and expended by June 30, 2012;
9. Reporting Requirements: outlines requirement to report actual expenditures accomplished and submit report by September 30, 2012;
10. Notice of Intent and Waiver of Competitive Procurement #21916: enclosed as reference;
11. Allocation Plan for this year's award by fire department and number of MDU.

Please sign and return the enclosed documents in their entirety to the attention of Kristen Heffernan, Contract Manager, ASPR Hospital Preparedness Program, 250 Washington Street, 1st Floor, Boston, MA 02108, no later than **February 3, 2012**. Upon receipt, approval will be sought, and payment in full will occur. There are strict deadlines that must be met for this allocation of funding and therefore, your compliance with the return deadline is requested. If you have any questions or require additional information relative to this paperwork to allocate the ninth allocation of funding, please contact Kristen Heffernan via e-mail: Kristen.Heffernan@state.ma.us or via telephone: (617) 624-5083. Programmatic questions may be directed to Thomas O'Connell, Massachusetts Department of Fire Services via email Thomas.OConnell@state.ma.us or (978) 567-3158.

Thank you for your continued participation in this important initiative.

Sincerely,



Mary E. Clark, JD, MPH
Director, Emergency Preparedness Bureau
Massachusetts Department of Public Health

Attachments (11)

Attachment: MDU (1539 : FY2012 Mobile Decontamination Unit)

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 Springfield Treasurer (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department Of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4, T&C): 36 Court St, Springfield, MA 01103-1699		Business Mailing Address: 250 Washington St., Boston, MA 02108	
Contract Manager: Commissioner Gary G. Cassanelli		Billing Address (if different):	
E-Mail: gcassanelli@springfieldcityhall.com		Contract Manager: Jane Guilfoyle	
Phone: 413-787-6411 Fax: 413-787-6432		E-Mail: Jane.Guilfoyle@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-624-5274 Fax: 617-624-5729	
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): INTF6207P01W21916432	
		RFR/Procurement or Other ID Number: W21916	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT 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.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ 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. ☒ 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 <u>new</u> Total if Contract is being amended). \$ _____.			
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.) Grants To Public Entities Fire Depts with Mass Decontamination Units (MDU)			
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 <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . ☒ 2. may be incurred as of <u>02/23, 2012</u> , a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . ☐ 3. were incurred as of __, 20 __, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
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 <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Domenic J. Sarno</u> Date: <u>1/24/12</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor, City of Springfield</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Toni Gustus</u> Date: <u>1-30-12</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Toni Gustus</u> Print Title: <u>Director, Purchase of Service Office</u>	

Attachment: MDU (1539 : FY2012 Mobile Decontamination Unit)



City of Springfield

SCHEDULED

Meeting: 03/05/12 07:00 PM
Initiator: Cheryn Wojcik
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1545

3.4

Metropolitan Medical Response (MMRS) Program Grant FFY 2011 (Mayor Sarno)

WHEREAS, the City's Office of Emergency Preparedness ("Department") has been awarded a Metropolitan Medical Response Program Grant of \$281,693.00 from the Massachusetts Executive Office of Public Safety and Security; and

WHEREAS, the grant is funded by the Department of Homeland Security and will be used to pay the salary and benefits of a project manager, as well as procure portable ventilators, oxygen manifolds, antibiotics, nerve agent antidotes, contingency hospital beds, and emergency medical supplies; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

Metropolitan Medical Response (MMRS) Program Grant \$281,693.00

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

3.4.a

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/osc under OSD Forms.

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety & Security, Office of Grants & Research MMARS Department Code: EPS	
Legal Address: (W-9, W-4, T&C): 1212 Carew Street, Springfield, MA 01104		Business Mailing Address: 10 Park Plaza, Suite 3720, Boston, MA 02116	
Contract Manager: Robert Hassett		Billing Address (if different):	
E-Mail: rhasset@springfieldcityhall.com		Contract Manager: Paul Garrity	
Phone: 413-787-6720	Fax: 413-787-6735	E-Mail: Paul.Garrity@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-725-3301 Fax: 617-725-0260	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID Must be set up for EFT payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number:			

<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ☐ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) ☒ <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) ☐ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ☐ <u>Contract Employee</u> (Attach <u>Employment Status Form</u>, scope, budget) ☐ <u>Legislative/Legal or Other</u> (Attach authorizing language/justification, scope and budget)	<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u> </u>, 20 <u> </u>. Enter Amendment Amount: \$ <u> </u>. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ☐ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ☐ <u>Contract Employee</u> (Attach any updates to scope or budget) ☐ <u>Legislative/Legal or Other</u> (Attach authorizing language/justification and updated scope and budget)
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The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.

☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). **\$ 281,693.00.**

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 (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.)

FFY2011 Metropolitan Medical Response System Planning and Implementation.

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 05/31, 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, 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: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Sarno</u> Print Title: <u>Mayor</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Ellen J. Frank</u> Print Title: <u>Executive Director</u>
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Attachment: 20120228141956734 (1545 : Metropolitan Medical Response (MMRS) Grant FFY11)



City of Springfield

SCHEDULED

Meeting: 03/05/12 07:00 PM
Initiator: Cheryn Wojcik
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1547

3.5

FFY11 STOP Violence Against Women (VAWA) (Mayor Sarno)

WHEREAS, the Police Department ("Department") has been awarded a FFY11 STOP Violence Against Women (VAWA) Grant" of \$40,000.00 from the Massachusetts Executive Office of Safety and Security; and

WHEREAS, address violent crimes against women, including domestic violence, sexual assault, stalking and or dating violence cases; and

WHEREAS, the Department intends to use the grant funds to pay for two civilian advocate specialists; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

FFY11 STOP Violence Against Women (VAWA) Grant - \$40,000



The Commonwealth of Massachusetts
Executive Office of Public Safety & Security

One Ashburton Place
Boston, Massachusetts 02108

Tel: (617) 727-7775
TTY Tel: (617) 727-6618
Fax: (617) 727-4764
www.mass.gov/eops

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

Mary E. Heffernan
Secretary

November 18, 2011

William J. Fitchet
Police Commissioner
Springfield Police Department
130 Pearl Street
Springfield, MA 01105-1223

Dear Commissioner Fitchet:

Bill

I am pleased to inform you that the Springfield Police Department has been awarded \$40,000.00 from the VAWA STOP Grant Program. Please note that this funding comes from an award to the Commonwealth (#2011-WF-AX-0012) from the U.S. Department of Justice, Office on Violence Against Women (CFDA # 16.588). Please be advised that for the purpose of this grant, you are considered a "sub-recipient."

Enclosed is a contract or Interdepartmental Service Agreement (ISA) and additional documentation for your review and signature. Please return the requested documentation to Candice McKenna, VAWA Grants Manager, Executive Office of Public Safety and Security, Office of Grants and Research, 10 Park Plaza, Suite 3720, Boston, MA 02116, no later than **Friday, December 9, 2011**. We will execute your contract/ISA upon review and approval of your completed forms and any other outstanding documentation. Please be advised that you will not be reimbursed for any costs incurred in advance of the final execution of your contract/ISA.

If you have any questions, please contact Candice McKenna, VAWA Grants Manager, at 617-725-3305 or at candice.mckenna@state.ma.us for further guidance.

Congratulations on your award. We look forward to working with you on this important public safety initiative.

Sincerely,

Mary E. Heffernan

Mary E. Heffernan
Secretary of Public Safety and Security

Attachment: VAWA Letter (1547 : FFY11 STOP Violence Against Women (VAWA))



City of Springfield

SCHEDULED

Meeting: 03/05/12 07:00 PM
Initiator: Cheryn Wojcik
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1548

3.6

FY12 Shannon Grant (Mayor Sarno)

WHEREAS, the Police Department ("Department") has been awarded a Shannon Grant" of \$645,000.00 from the U.S. Department of Justice; and

WHEREAS, to identify and work directly with gang members and youth at risk of becoming involved with gang activity to promote prevention, intervention, and suppression which will reduce gang related crime and youth violence; and

WHEREAS, the Department intends to use the grant funds to pay for police overtime, employee benefits, program supplies, salary expenses associated with a coordinator, and vendor contracts; and

WHEREAS, the total cost of the programming associated with the Shannon Grant is \$806,250.00; and

WHEREAS, the grant will pay for \$645,000.00, the Police Department and the grant's community partners will commit an in-kind and/or cash match of \$161,250; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds and the required City matching contribution described herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sect 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

FY12 Shannon Grant \$645,000.00

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 Springfield (and d/b/a): Legal Address: (W-9, W-4, T&C): 130 Pearl Street, Springfield, MA 011 Contract Manager: Earl Harrington E-Mail: eharrington@springfieldpolice.net Phone: (413)-787-6385 Fax: (413)-787-6880 Contractor Vendor Code: VC6000192140 Vendor Code Address ID (e.g. "AD001"): AD 01 (Note: The Address Id Must be set up for EFT payments.)	COMMONWEALTH DEPARTMENT NAME: EOPSS Executive Office Of Public Safety & Security MMARS Department Code: EPS Business Mailing Address: 10 Park Plaza – Suite 3720, Boston, MA 02116 Billing Address (if different): Contract Manager: Corine Pryme E-Mail: corine.pryme@state.ma.us Phone: (617)-725-3370 Fax: (617)-725-0267 MMARS Doc ID(s): SCEPSFY12SHANSRINGF RFR/Procurement or Other ID Number: Application
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form , scope, budget) ☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	☐ CONTRACT AMENDMENT 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.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ 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. ☒ 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 <i>new</i> Total if Contract is being amended). \$645,000.00	
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 (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.) 2012 Shannon Anti-Gang Grant.	
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 <u>12/31</u> , 20 <u>12</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 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: _____ (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: <u>Ellen Frank</u> Print Title: <u>Executive Director</u>



City of Springfield

SCHEDULED

Meeting: 03/05/12 07:00 PM
Initiator: Cheryn Wojcik
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1549

3.7

FY 2012 State 911 Support Incentive Grant (Mayor Sarno)

WHEREAS, the Dispatch Department ("Department") has been awarded a State 911 Support Incentive Grant of \$400,000.00 from the Massachusetts Executive Office of Safety and Security; and

WHEREAS, the grant is intended to support the City's dispatch center; and

WHEREAS, the Department intends to use the grant funds to and pay for dispatchers' salaries; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

State 911 Support Incentive Grant \$400,000



The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
1380 Bay Street, Building C ~ Taunton, MA 02780-1088
Tel: 508-828-2911 ~ TTY: 508-828-4572 ~ Fax: 508-828-2585
www.mass.gov/e911



DEVAL L. PATRICK
Governor

MARY ELIZABETH HEFFERNAN
*Secretary of Public Safety
and Security*

TIMOTHY P. MURRAY
Lieutenant Governor

FRANK POZNIAK
Executive Director

February 22, 2012

Mayor Domenic J. Sarno
City of Springfield
36 Court Street
Springfield, MA 01103

Dear Mayor Sarno :

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the FY 2012 State 911 Department Support and Incentive Grant program.

For your files, please find attached a copy of the contract signed by both parties. Please note your contract start date is **February 22, 2012** and will run through June 30, 2012. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2012.

We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Michelle Hallahan at 508-821-7216.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@state.ma.us. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before May 15, 2012.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY 2012 Support and Incentive Grant File

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 Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4, T&C): 36 Court St Springfield MA 01103		Business Mailing Address: 1380 Bay Street, Building C, Taunton, MA 02780	
Contract Manager: Domenic Pellegrino		Billing Address (if different): N/A	
E-Mail: dpellegrino@springfieldpolice.net		Contract Manager: Marilyn Godfrey	
Phone: 413-787-6385	Fax: 413-787-6663	E-Mail: 911DeptGrants@state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 508-821-7299	Fax: 508-828-2585
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS SUPG	
		RFR/Procurement or Other ID Number: S&I Grant	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form , scope, budget) ☐ Legislative/Legal Exemption or Other: (Attach authorizing language/justification, scope and budget)		☐ CONTRACT AMENDMENT 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.) ☐ Amendment to Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Legislative/Legal Exemption 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 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). \$ <u>400,000</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within 30 days ____ % PPD. If PPD percentages are left blank, identify exemption: ☒ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ☐ federal grant/trust; ☐ initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.) For disbursement of funds under the State 911 Department PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below subject to any required approvals) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date . ☐ 2. may be incurred as of ____, 20 ____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date . ☐ 3. were incurred as of ____, 20 ____, a date <u>PRIOR</u> 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 <u>June 30</u> , 2012, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATORY FOR THE CONTRACTOR: X: <u>Domenic J. Pellegrino</u> Date: <u>2/21/12</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Pellegrino</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATORY FOR THE COMMONWEALTH: X: <u>Frank Pozniak</u> Date: <u>2/22/12</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	



City of Springfield

SCHEDULED

Meeting: 03/05/12 07:00 PM

Initiator: Chris Kulig

Sponsors: Mayor Domenic J. Sarno

DOC ID: 1550

3.8

Bills of Prior Year - DPW/SRA (Mayor Sarno)

WHEREAS, to meet expenses incurred by the City of Springfield, pursuant to Mass. Gen. Laws ch. 44 Section 64 and Chapter 468 of the Acts of 2008, the Acting Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council that the Departments listed on the attached Schedule One may pay bills from a previous fiscal year totaling \$1,287.50; and

WHEREAS, the departments listed on Schedule One will make payment for unpaid bills of a previous fiscal year from their FY12 General Fund Operating Budgets; and;

WHEREAS, the Chief Administrative and Financial Officer has provided a written certification to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the payments, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008;

NOW THEREFORE BE IT ORDERED, that the City Council approves the payment of the bills listed on the attached Schedule One from the FY12 General Fund Departmental Operating Budgets for the expenses incurred in a previous fiscal year.

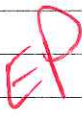
Schedule One
Bills of Prior Year
March 5, 2012

Department	Invoice #	Vendor	Date	Amount
DPW (for SRA)	0949-26-01	O'Reilly, Talbot & Okun Assoc, Inc	10/13/2010	\$ 800.00
DPW (for SRA)	0949-26	O'Reilly, Talbot & Okun Assoc, Inc	11/30/2010	\$ 487.50
Total				\$ 1,287.50

INTER

MEMO

OFFICE

To:	Gary Hebert, DPW
From:	Trish Ferrer/for Edward Pikula/Law 
Subject:	Outstanding Invoices
Date:	02/10/12

Gary, per Ed Pikula's instructions, we are returning the attached bills to your department for payment. They were bills previously paid by your department and the Law Department does not have funding for those bills. Also, please note, these are quite old and you will need to go before the City Council in order to get them paid.

If you have any questions, please call me at x6086.

09/15/2011 10:29
hebert

LIVE DATABASE May 17 2011
PURCHASE ORDER INQUIRY PROFILE REPORT

PG 1
poinquiry

Purchase Order
Requisition
Department Code
Allocation Code
Review Code
Buyer ID
Needed By Date
General Commodity
Vendor
Work Order
Activity
Ship To Address
Ship To Reference
Shipping Method
Bill To Address
PO Description
Special Handling
Total PO Amount
Liquidated
Canceled
Open Encumbrance
General Notes
Print: Y
PER CONTRACT NO. 20110821
EMERGENCY ENVIRONMENTAL INVESTIGATION
PER THE DEP REQUEST.
LOCATION: BOSTON RD. DISPOSAL AREA- 99ARNO
LD ST./BOSTON RD. SPFLD. MA.

Type Normal Fiscal Yr 2011 12 PO# 11016247
Batch 06231s PO Date 06/30/2011
11019965
400
0000
mgomes
069105
000000000
400
400
400
400
None
Status Closed
Distribution S

STREETS & ENGINEERING DEPT
Maria Gomes
OREILLY TALBOT & OKUN ASSOC INC
293 BRIDGE ST SUITE 500
SPRINGFIELD, MA 01103 USA
STREETS & ENGINEERING DEPT
70 TAPLEY STREET
SPRINGFIELD, MA 01104
STREETS & ENGINEERING DEPT
70 TAPLEY STREET
SPRINGFIELD, MA 01104

Line Item Details

Line	001	Commodity	Qty	1.00	UOM	Unit Price	4087.04000
Req 11019965	Qty	1.00					
% Disc	0.00	Credit			0.00	Freight	0.00
Qty Received	1.00					Line Item Total	\$4,087.04
Qty Canceled	0.00					Liquidated	\$4,087.04
						Canceled	\$ 0.00
						Line Item Open Encumbrance	\$ 0.00

Description
ON-CALL ENGINEERING SERVICES PER CONTRACT
NO 20110821
Description Notes
Print: N
PER CONTRACT NO. 20110821
REQUISITION REQUEST APPROVED BY

H: ED,
AL ASKED ME TO
RETURN THESE INVOICES
TO YOU FOR PAYMENT
THANKS
Gary Helant

09/15/2011 10:29
hebert

LIVE DATABASE May 17 2011
PURCHASE ORDER INQUIRY PROFILE REPORT

PG 2
poinquiry

LAUREN STABILO, CPO.

Department 400 1099 Box Fixed Asset N Needed By
Quote Bid
Ship To Address 400 STREETS & ENGINEERING DEPT
70 TAPLEY STREET
SPRINGFIELD, MA 01104

Ship To Reference

Allocation Details		Proj Description	Encumbered Amt Bud
Org	Obj		
01441199	530600	ENGINEER & ARCHITE	\$4,087.04 U
		Liquidated	\$4,087.04
		Canceled	\$ 0.00
		Allocated Open Encumbrance	\$ 0.00

** END OF REPORT - Generated by Gary Hebert **

OTO Bills

Goncalves, Amanda [AGoncalves@springfieldcityhall.com]

Sent: Thursday, September 15, 2011 10:17 AM**To:** Hebert, Gary**Cc:** Bonneau, Kathleen**Attachments:** os oto bills.pdf (65 KB) ; paymt made-8-23-11.pdf (251 KB)

Good Morning Gary,

When I inquired about any outstanding bills that the Springfield Redevelopment Authority had with OTO they submitted two bills that references a project that your department was in charge of paying for. I have attached a copy of these two bills referencing Boston Road Disposal Area- 99 Arnold Street/Boston Road.

The first invoice is an adjustment based on an error by OTO; they submitted invoice # 30049 for which you processed payment on for the amount of \$4,072.50 (PO# 11016247) but they incorrectly added the labor and the residual balance of this invoice is \$800. In addition there is an outstanding invoice # 31424- \$487.50 for services rendered through November 30, 2010.

Please see to it that these outstanding invoices get paid and let me know if you have any concerns.

Sincerely,

Amanda Goncalves

Senior Financial Information Specialist
Office of Community Development
1600 East Columbus Avenue
Springfield, MA 01103
(413) 787-7663

RECEIVED
SEP 22 2011
CITY OF SPRINGFIELD
Law Department

V# 69105
Revised**INVOICE 30049****O'REILLY, TALBOT & OKUN ASSOCIATES, INC.**293 Bridge Street, Suite 500
Springfield, Massachusetts 01103
(413) 788-6222
FAX: (413) 788-8830

PROJECT NUMBER: 0949-26-01

Date: October 13, 2010

Attention: Robert Warren
City of Springfield
City Hall - Law Department
36 Court Street
Springfield, MA 01103Project: Environmental Consultation
Location: Boston Road Disposal Area -
99 Arnold Street/Boston Road
Springfield, MA

PROFESSIONAL LABOR	HOURS	RATE	MILES		AMOUNT
Kim Maryea - Administrative	0.50	\$45.00			\$22.50
Michael Talbot - Principal	27.00	\$150.00			\$4,050.00
Robert Kirchherr - Associate	4.00	\$125.00			\$500.00
David Abad - Project Manager	3.00	\$100.00			\$300.00
				Subtotal:	\$4,872.50
DIRECT EXPENSES					
Sir Speedy Printing					\$6.64
Dave Abad - Mileage Reimbursement					\$6.00
			Expense Fee:	15%	\$1.90
				Subtotal:	\$14.54

Total Invoice \$4,887.04

For services through October 13, 2010
Please remit to above address.partial pay 8-23-11 (4,087.04)
attached

Bal 800.00

O'Reilly, Talbot & Okun Associates, Inc.

293 Bridge Street, Suite 500

Springfield, Massachusetts 01103

PHONE: (413) 788-6222

FAX: (413) 788-8830

Invoice No. 31424

Bill to:

Attention: Robert Warren
 City of Springfield
 City Hall - Law Department
 36 Court Street
 Springfield, MA 01103

Date: November 30, 2010

Project # 0949-26

Project Title: Boston Road Disposal Area-99
 Arnold St./
 Boston Rd. Springfield, MA

Task 01 Environmental Consultation**Professional Services**

	<u>Reg Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Kim Maryea - Administrative	0.50	\$45.00	22.50
Michael Talbot - Principal	3.00	\$155.00	465.00
		Subtotal	<u>\$487.50</u>

For Services through 11/30/2010

Total This Invoice: \$487.50

Exhibit B

Initial
Invoice**INVOICE 30049****O'REILLY, TALBOT & OKUN ASSOCIATES, INC.**293 Bridge Street, Suite 500
Springfield, Massachusetts 01103
(413) 788-6222
FAX: (413) 788-8830

PROJECT NUMBER: 0949-26-01

Date: October 13, 2010

Project: Environmental Consultation

Location: Boston Road Disposal Area -
99 Arnold Street/Boston Road
Springfield, MAAttention: Robert Warren
City of Springfield
City Hall - Law Department
36 Court Street
Springfield, MA 01103

PROFESSIONAL LABOR	HOURS	RATE	MILES		AMOUNT
Kim Maryea - Administrative	0.50	\$45.00			\$22.50
Michael Talbot- Principal	27.00	\$150.00			\$4,050.00
Robert Kirchherr - Associate	4.00	\$125.00			\$500.00
David Abad - Project Manager	3.00	\$100.00			\$300.00
				Subtotal:	\$4,072.50
DIRECT EXPENSES					
Str Speedy Printing					\$6.64
Dave Abad - Mileage Reimbursement					\$6.00
			Expense Fee:	15%	\$1.90
				Subtotal:	\$14.54

Total Invoice \$4,087.04

For services through October 13, 2010
Please remit to above address.7-11-2011
OK to pay
Guy J. Herbert



Printing and Marketing Services

1441 Main Street, TD Banknorth Ctr.
Springfield, MA 01103
P 413.733.6691
F 413.788.0616
E sspeedy8108@conversent.net

18075
P 11-6-09
eff 11-4-09

Invoice 26312

11/04/09

A/P
O'REILLY, TALBOT & OKUN ASSOC.
293 BRIDGE STREET
SPRINGFIELD MA 01103

Ship To:

< Same as Bill To >

Pickup 11/4/2009

www.sirspeedy.com/springfieldMA

ACCT. NO.	ORDERED BY	PHONE	FAX	P.O. NO.	PREPARED BY	SALES REP
487	Klm	788-6222	413-788-8830		Michael	MICHAEL
QUANTITY	DESCRIPTION				UNIT PRICE	PRICE
1	Thank you for your business. 99 Arnold Ave. Paper 24# Navigator 11 x 17 (1 Origs 1 -> 1) 5949-26-01					1.75
PLEASE PAY THIS AMOUNT						
TERMS	SUBTOTAL	DISCOUNT	SHIPPING	POSTAGE	TAX	TOTAL
Net 30 Days	1.75		0.00	0.00	0.11	1.86
						PAID 0.00
						BALANCE 1.86

Please pay from this invoice.

SIR SPEEDY PRINTING #8108 • 1441 Main Street • Springfield MA 01103 • (413) 733-6691

✓ 5545
11/20/09

Sir Speedy

Printing and Marketing Services

1441 Main Street, TD Banknorth Ctr.

Springfield, MA 01103

P 413.733.6691

F 413.788.0616

E sspeedy8108@conversent.net

19002

P3-15-10

3-11-10

Invoice 27427

03/11/10

A/P
O'REILLY, TALBOT & OKUN ASSOC.
293 BRIDGE STREET
SPRINGFIELD MA 01103

Ship To:

< Same as Bill To >

Pickup 3/11/2010

www.sirspeedy.com/springfieldMA

ART NO	ORDERED BY	PHONE	FAX	PO NO	PREPARED BY	SALES REP		
487	Kim	788-6222	413-788-8830		Michael	MICHAEL		
QUANTITY	DESCRIPTION				UNIT PRICE	PRICE		
1	Thank you for your business. #J949-26-01 (24" x 36" plan) Paper Offset White 24x36 (1 Origs 1 -> 1)					4.50		
PLEASE PAY THIS AMOUNT 								
TERMS	SUBTOTAL	DISCOUNT	SHIPPING	POSTAGE	TAX	TOTAL	PAID	BALANCE
Net 30 Days	4.50		0.00	0.00	0.28	4.78	0.00	4.78

Please pay from this invoice.

SIR SPEEDY PRINTING #8108 - 1441 Main Street - Springfield MA 01103 - (413) 733-6691

✓ 6/4/11
3/18/10 (print# 1)

O'Reilly, Talbot & Okun Associates, Inc.

Employee Expense Sheet

Selection:
Current Selected Record

Employee: [ABAD] David Abad
Linked to Vendor: [ABAD] David Abad

Expense Sheet 18993
Sheet Status: Balanced
Created on: 3/15/2010 by YKP
Revised on:
Entry Date: 3/15/2010
Effective Date: 3/15/2010
Due Date: 4/14/2010
Reference: 3/8-3/12/10 exp.

Signed: _____ Date: _____
(David Abad)

Employee Expense Records

Date	Item Code	Description	Payment Type	Charge Account	Units	Unit Cost	Cost	Personal?	Project?	Dept
3/8/2010	MILEAGE	Mileage	Employee Paid		52.00	0.5000	26.00	No	Yes	
3/9/2010	MILEAGE	Mileage	Employee Paid		52.00	0.5000	26.00	No	Yes	
3/10/2010	MILEAGE	Mileage	Employee Paid		10.00	0.5000	5.00	No	Yes	
3/11/2010	MILEAGE	Mileage	Employee Paid		12.00	0.5000	6.00	No	Yes	
3/11/2010	MILEAGE	Mileage	Employee Paid		5.00	0.5000	2.50	No	Yes	
3/11/2010	MILEAGE	Mileage	Employee Paid		52.00	0.5000	26.00	No	Yes	
3/12/2010	MILEAGE	Mileage	Employee Paid		5.00	0.5000	2.50	No	Yes	
3/12/2010	MILEAGE	Mileage	Employee Paid		5.00	0.5000	2.50	No	Yes	

Payment Type Totals
Employee Paid 96.50
Company Charge 0.00
Sheet Balance 0.00

Total Expense Cost: 96.50
Less: Personal Expenses 0.00
Less: Company Charges 0.00
Subtotal: 96.50
Less: Credit Applied 0.00
Initial Amount Due 96.50

Project Expense Records

ExpCode	Project	BillGrp	Phase	Dept	CstType	Exp Date	Units	Unit Cost	Exp Cost	Bill Units	Unit Markup	Mult.	Charge	Bill?	Billed?
Mileage	1749-48	01	G	00	Reimb	3/8/2010	52.00	0.5000	26.00						
Unit Description: /mile [4270-00] Sales - Direct Expenses															
Income Account Comment															
Mileage	1749-48	01	G	00	Reimb	3/9/2010	52.00	0.5000	26.00						
Unit Description: /mile [4270-00] Sales - Direct Expenses															
Income Account Comment															
Mileage	1044-10	01	G	00	Reimb	3/10/2010	10.00	0.5000	5.00						
Unit Description: /mile [4270-00] Sales - Direct Expenses															
Income Account Comment															

Printed on 6/29/2011 at 2:16:24PM

Page 1

O'Reilly, Taibot & Okun Associates, Inc.

Employee Expense Sheet

Selection:
Current Selected Record

Employee (A,B,C,D) David Atwood Sheet 18993 (Continued)

Mileage	0949-26	01	G	00	Reimb	3/11/2010	12.00	0.5000	6.00
Unit Description:	/mile	[4270-00]	Sales - Direct Expenses						
Income Account									
Comment									
Mileage	0032-56	03	G	00	Reimb	3/11/2010	5.00	0.5000	2.50
Unit Description:	/mile	[4270-00]	Sales - Direct Expenses						
Income Account									
Comment									
Mileage	1414-06	01	G	00	Reimb	3/11/2010	52.00	0.5000	26.00
Unit Description:	/mile	[4270-00]	Sales - Direct Expenses						
Income Account									
Comment									
Mileage	0032-56	04	G	00	Reimb	3/12/2010	5.00	0.5000	2.50
Unit Description:	/mile	[4270-00]	Sales - Direct Expenses						
Income Account									
Comment									
Mileage	0276-47	01	G	00	Reimb	3/12/2010	5.00	0.5000	2.50
Unit Description:	/mile	[4270-00]	Sales - Direct Expenses						
Income Account									
Comment									
Total:									96.50
									0.00

Attachment: DPW-SRA-Law BOPY 3-5-12 (1550 : Bills of Prior Year - DPW/SRA)



City of Springfield

SCHEDULED

Meeting: 03/05/12 07:00 PM
Initiator: Tracye Whitfield
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1552

3.9

PV AHEC-MODEL Grant Acceptance - No Match Required (Mayor Sarno)

WHEREAS, the Department of Health and Human Services (“Department”) has been awarded a grant of \$71,950.00 from the Massachusetts Area Health Education Center (Mass AHEC) Network and the University of Massachusetts, Medical School, Shrewsbury, MA, and

WHEREAS, the Department intends to use the grant funds to cover the cost to develop and implement strategies to recruit individuals from underrepresented minority populations or from disadvantaged or rural background into health profession and support such individuals in attaining such careers, and

WHEREAS, the Department has accepted the grant funds and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

PVAHEC-MODEL - \$71,950.00



MassAHEC Network
University of Massachusetts Medical School
333 South Street
Shrewsbury, MA 01545-2732 USA
508.856.4305 (office) 508.856.6128 (fax)

February 7, 2012

Helen Caulton Harris
Pioneer Valley AHEC
c/o Springfield DHHS
95 State Street
Springfield, MA 01103

To Sister

Dear Ms. Caulton Harris:

Enclosed please find a fully executed copy of the Subaward Agreement between the University of Massachusetts/Worcester and Springfield DHHS for the period of September 1, 2011 through August 31, 2012 in the amount of \$71,950.

The contract number that has been assigned to this contract is P.O. 6135142. Reference this number on all invoices submitted against this Subaward Agreement.

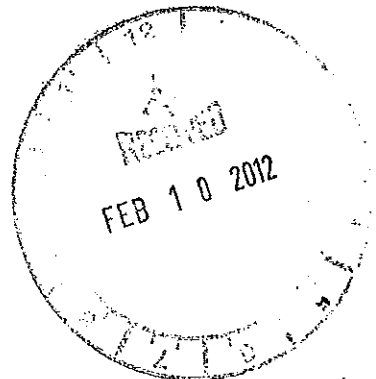
If you have any questions, please do not hesitate to contact me at 508-856-4305.

Sincerely,

Joanne Dombrowski

Joanne Dombrowski
Project Coordinator

Encl. (1)

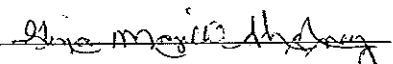
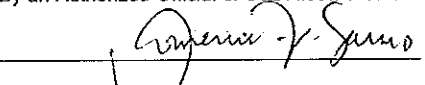
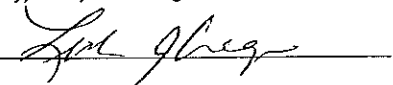
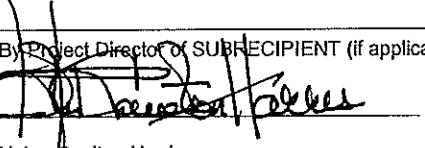


*Rec'd done
2/21/12*

org code : 26725205
project code : 67212

Attachment: HHS PV AHEC GRANT 352012 (1552 : PV AHEC-MODEL Grant Acceptance - No Match Required)

Subaward Agreement

Institution/Organization ("Prime Recipient") Name: University of Massachusetts, Worcester		Institution/Organization ("Subrecipient") Name: City of Springfield/Department of Health and Human Services	
Prime Award No.: 5 U77HP03016-18-00		CFDA No.: 93.107	Subaward No.: 0006135142
Awarding Agency: DHHS/HRSA		Amount Funded This Action: \$71,950	
Subaward Period of Performance Budget Period: From: 9/1/2011 To: 8/31/2012			
Project Title: Model State-Supported AHEC Program			
Terms and Conditions			
1) Prime Recipient hereby awards a cost reimbursable Subaward, as described above, to Subrecipient. The statement of work and budget for this Subaward is as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient. 2) Prime Recipient shall reimburse Subrecipient not more often than monthly for allowable costs. A suggested format for invoice submission appears as Attachment 6. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification as to truth and accuracy of invoice. Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to Prime Recipient's Financial Contact NOT LATER THAN forty-five (45) days after Subaward end date. The final statement of costs shall constitute Subrecipient's final financial report. 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient in accordance with 45 CFR 74.21 or 92.20. 5) Matters concerning the technical performance of this Subaward should be directed to the appropriate party's Principal Investigator/Project Director, as shown in Attachment 3. Technical reports are required as indicated in Attachment 4. 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward Agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this Subaward Agreement require the written approval of each party's Authorized Official, as shown in Attachment 3. 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. 8) Either party may terminate this Agreement with thirty (30) days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. Prime Recipient shall pay Subrecipient for termination costs as allowable under 45 CFR Part 74 Appendix E or OMB Circular A-21 or A-122, as applicable. 9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty (30) days prior to the desired effective date of the requested change. 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2. 11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2.			
By an Authorized Official of PRIME RECIPIENT:  Name GINA MARZILLI SHAUGHEY Date 2-3-12 Title ASST. DIRECTOR, CONTRACTS RESEARCH FUNDING		By an Authorized Official of SUBRECIPIENT:  Name Domenic J. Sarno Date 1/10/12 Title Mayor	
By Principal Investigator of PRIME RECIPIENT:  Name Linda Cragin Date 1/15/12		By Project Director of SUBRECIPIENT (if applicable):  Name Helen Caulton Harris Date 1/9/2012	

Attachment: HHS PV AHEC GRANT 352012 (1552 : PV AHEC-MODEL Grant Acceptance - No Match Required)

**Attachment 1
Subaward Agreement
Certifications and Assurances
DHHS/HRSA**

By signing the Subaward Agreement, the authorized official of SUBRECIPIENT certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Prime Recipient.
- 3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133, if applicable, and that it will notify Prime Recipient of completion of required audits and of any adverse findings, which impact this Subaward, as required under the Office of Management and Budget *Circular A-133: Audits of States, Local Governments, and Non-Profit Organizations* (A-133) § __.320(e). As part of this requirement, Attachment 7 must be completed and signed.

Attachment: HHS PV AHEC GRANT 352012 (1552 : PV AHEC-MODEL Grant Acceptance - No Match Required)

**Attachment 2
Subaward Agreement
Terms and Conditions
DHHS/HRSA**

Agency-Specific Terms and Conditions

The following assurances/certifications are made and verified by Subrecipient's Authorized Official on the face page of this Subaward. This award is subject to the terms and conditions of Section 1110 of the Social Security Administration and 45 CFR Part 74 incorporated either directly or by reference. All discretionary awards issued by HRSA on or after October 1, 2006 are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted. Parts I through III of the HHS GPS are currently available at [ftp://ftp.hrsa.gov/grants/hhsgrantspolicystatement.pdf](http://ftp.hrsa.gov/grants/hhsgrantspolicystatement.pdf).

General Terms and Conditions

- 1) The restrictions on the expenditure of Federal funds in appropriations acts are applicable to this Subaward to the extent those restrictions are pertinent.
- 2) 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- 3) Subrecipient certifies that it has complied with the Financial Conflict of Interest Policy 42 CFR Part 50, Subpart F and has reported any positive financial conflict of interests related to this Award to the Prime Recipient's Authorized Official, as shown in Attachment 3. The NIH website <http://grants.nih.gov/grants/policy/coi/index.htm> provides additional information.
- 4) Subrecipient assures, by signing this Subaward Agreement, that all Subrecipient's personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training.
- 5) Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Subrecipient upon acquisition without further obligation to the Federal Awarding Agency.
- 6) The Subrecipient will take all necessary affirmative steps to ensure that small, minority and woman-owned business firms are utilized when possible as sources of supplies, services, and equipment. To the extent practicable, all equipment and products purchased with grant funds made available through this award should be American-made.
- 7) At any phase in the project, including the project's conclusion, the Subrecipient if so requested by the Principal Investigator, must deliver to UMW materials, systems, or other items applied, developed, refined or enhanced in the course of or under the award. The Subrecipient agrees that UMW shall have royalty-free, nonexclusive and irrevocable rights to reproduce, publish, or otherwise use and authorize others to use the items for Federal government purposes.
- 8) At any phase of the project, including the project's conclusion, the Subrecipient, if so requested by the UMW Principal Investigator, shall submit copies of analytic data file(s) with appropriate documentation, representing the data developed/used in end-product analyses generated under the award. The analytic file(s) may include primary data collected, acquired or generated under the award and/or data furnished by UMW. The content, format, documentation, and schedule for production of the data file(s) will be agreed upon by the Principal Investigator and the DHHS Project Officer. The negotiated format(s) could include both file(s) that would be limited to DHHS's internal use and file(s) that DHHS could make available to the general public.
- 9) All data provided by UMW will be used for the research described in this grant only. The Subrecipient will return any data provided by UMW or copies of data at the conclusion of the project.
- 10) Treatment of Program Income: ☐ Additive ☐ Deductive ☐ Combination ☒ Matching
- 11) Health Insurance Portability & Accountability Act (HIPAA): Pursuant to the Standards for Privacy of Individually Identifiable Health Information promulgated under the Health Insurance Portability & Accountability Act (HIPAA) (45 CFR Parts 160 and 164) covered entities may disclose protected health information to public health authorities authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and conduct of public health surveillance, public health investigations, and public health interventions.
- 12) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/ocr/civilrights/resources/specialtopics/lep/policyguidancedocument.html>.

Attachment: HHS PV AHEC GRANT 352012 (1552 : PV AHEC-MODEL Grant Acceptance - No Match Required)

Attachment 2 (continued)
Subaward Agreement
Terms and Conditions
DHHS/HRSA

General Terms and Conditions (continued)

- 13) This award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.hrsa.gov/grants/trafficking.htm>.

Special Terms and Conditions

- 1) The HHS Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing programs or projects funded in whole or in part with Federal money, all Subrecipients receiving Federal funds, including but not limited to State or local governments, shall clearly state the percentage of the total costs of the program or project which will be funded with Federal money, the dollar amount of the Federal funds for the project or programs, and percentage and a dollar amount of the total costs of the project or programs that will be financed by nongovernmental sources.
- 2) Recipients and Subrecipients for Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b(b)) and should be cognizant of the risk of criminal and administrative liability under the statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully:
 - (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such persons to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR
 - (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services or item

...For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.
- 3) Copyrights: Subrecipient grants to Prime Recipient an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
- 4) Data Rights: Subrecipient grants to Prime Recipient the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
- 5) Avoiding Duplicative Granting Activities: To the extent that the Subrecipient has existing Federal grants, the Subrecipient agrees to assure that activities funded under this grant are not duplicative of previously funded activities. The Subrecipient agrees to submit a detailed plan for how the proposed activities will build upon other current grant activities.
- 6) Budget Revisions After Grant Award: Subrecipient must discuss budgetary changes and obtain approval from the Administrative Contact, as shown in Attachment 3.

Prime Recipient Terms and Conditions

- 1) University of Massachusetts, Worcester (UMW) assumes no obligation to reimburse costs in excess of the total amount funded.
- 2) Subrecipient shall cooperate with UMW in resolving questions UMW may have concerning the auditors' report and plan for corrective action. UMW may send notices requesting that the Subrecipient audit form be completed. If no response is received within thirty (30) days, the second notice will be sent. If no response is received within thirty (30) days thereafter, UMW may withhold all, or a portion of, the final payment from the Subrecipient until the form is received.
- 3) Each party shall assume full liability for its own acts of negligence or willful misconduct in the performance of its duties. Subrecipient shall not hold UMW responsible for any and all loss, penalties, fines, damage, claims, actions and suits, including all costs and expenses, including attorney fees, arising out of the Subrecipient's performance or failure to perform under this Agreement, to the extent that such performance or failure to perform results in disallowed costs associated with the budget agreed upon by the parties and/or the sponsor under the prime award.

Attachment 3
Research Subaward Agreement
Contacts
DHHS/HRSA

Prime Recipient Contacts	Subrecipient Contacts
Institution/Organization ("Prime Recipient") Name: University of Massachusetts, Worcester Address: Research Funding Services/S1-859 55 Lake Avenue North Worcester, MA 01655 EIN No.: 04-3167352 Reg. in CCR? Yes ☒ No ☐ DUNS No.: 603847393 Congressional District: MA-003 Administrative Contact Name: Linda Bowden Financial Manager Address: University of Massachusetts, Worcester 333 South Street Shrewsbury, MA 01545 Telephone: 508-856-4303 Fax: 508-856-6128 Email: linda.bowden@umassmed.edu Principal Investigator Name: Linda J. Cragin Director, MassAHEC Address: University of Massachusetts, Worcester 55 Lake Avenue North Worcester, MA 01655 Telephone: 508-856-4303 Fax: 508-856-6128 Email: linda.cragin@umassmed.edu Financial Contact (Remit invoices to) Name: George Bynoe Manager, Grant Accounting Operations Address: University of Massachusetts, Worcester 333 South Street Shrewsbury, MA 01545 Telephone: 508-856-4145 Fax: 508-856-4260 Email: George.Bynoe@umassmed.edu Authorized Official Name: Gina Marzilli Shaughnessy, Assistant Director of Contracts Address: University of Massachusetts, Worcester Research Funding Services/S1-859 55 Lake Avenue North Worcester, MA 01655 Telephone: 508-856-2119 Fax: 508-856-5004 Email: <u>Research.Funding@umassmed.edu</u>	Institution/Organization ("Subrecipient") Name: City of Springfield/Department of Health and Human Services Address: 95 State Street, Suite 201 Springfield, MA 01103 EIN No.: 04-6001415 Reg. in CCR? Yes X No DUNS No.: 198910523 Congressional District: MA-002 Administrative Contact Name: Maureen Morrissey Address: City of Springfield/DHHS 95 State Street, Suite 201 Springfield, MA 01103 Telephone: 413-787-6822 Fax: 413-787-6458 Email: mmorrissey@springfieldcityhall.com Project Director Name: Brenda Evans Address: Pioneer Valley AHEC City of Springfield/DHHS 95 State Street, Suite 201 Springfield, MA 01103 Telephone: 413-787-6756 Fax: 413-787-6458 Email: bevans@springfieldcityhall.com Financial Contact Name: Lorene Leembruggen-Bakkar Address: City of Springfield/DHSS 95 State Street, Suite 201 Springfield, MA 01103 Telephone: 413-787-6710 Fax: 413-787-6458 Email: lleembruggen@springfieldcityhall.com Authorized Official Name: Helen R. Caulton-Harris Address: City of Springfield/DHHS 95 State Street, Suite 201 Springfield, MA 01103 Telephone: 413-787-6456 Fax: 413-787-6458 Email: hcaulton@springfieldcityhall.com

Attachment: HHS PV AHEC GRANT 352012 (1552 : PV AHEC-MODEL Grant Acceptance - No Match Required)

**Attachment 4
Subaward Agreement
Reporting Requirements
DHHS/HRSA**

Reporting Requirements

The reports and all official correspondence must be identified with the award number 5 U77HP03016-18-00 and must be submitted to the Principal Investigator, as shown in Attachment 3.

- 1) Data collection period is 7/1/11 to 6/30/12. Report due date: 7/20/12.
- 2) Annual Progress Reports, inclusive of the requested budget for the next budget period are due forty-five (45) days after the project period end date for inclusion in the Prime Recipient's report to the sponsor.
- 3) Renewal Proposals: If a renewal or continuation proposal for the Grant is being submitted, it should be received within the appropriate institutional approval and a progress report by the Subrecipient's Project Director not later than six (6) weeks prior to the HRSA due date for inclusion in the Prime Recipient's proposal.
- 4) Data Collection and Evaluation Reports: Subrecipients will provide, upon request, a report detailing the data collection and evaluation efforts occurring under this agreement.
- 5) Invention disclosure required in accordance with 37 CFR 401.14, Subrecipient shall notify Prime Recipient's Administrative Contact, as stated in Attachment 3, within one (1) month after Subrecipient's inventor discloses invention(s) in writing to Subrecipient personnel responsible for patent matters.

Closeout Requirements

- 1) Final Progress Report that describes the results of research funded and reflects cumulative reporting within the project period shall be submitted to the Principal Investigator, as shown in Attachment 3.
- 2) Final Invention Statement and Certification shall include all inventions, which were conceived or put into practice during the entire project period. Use form HHS 568, available at <http://grants.nih.gov/grants/hhs568.pdf>. A negative report is required.

**Attachment 5
Subaward Agreement
Scope of Work and Budget
DHHS/HRSA**

Scope of Work.

Under the terms of this agreement, and in compliance with federal requirements, City of Springfield/Department of Health and Human Services through the Pioneer Valley AHEC shall implement the AHEC Point of Service Maintenance and Enhancement Award ensuring that HRSA-imposed AHEC Center requirements are met through the following:

ACTIVITIES:

1. Develop and implement strategies, in coordination with the local one-stop delivery system to recruit individuals from underrepresented minority populations or from disadvantaged or rural backgrounds into health professions, and support such individuals in attaining such careers.
2. Develop and implement strategies to foster and provide community-based training and education to individuals seeking careers in health professions within underserved areas for the purpose of developing and maintaining a diverse health care workforce that is prepared to deliver high-quality care, with an emphasis on primary care, in underserved areas or for health disparity populations, in collaboration with health care workforce development programs and in health care safety net sites.
3. Prepare individuals to more effectively provide health services to underserved areas and health disparity populations through field placements or preceptorships in conjunction with community-based organizations, accredited primary care residency training programs, federally qualified health centers, rural health clinics, public health departments, or other appropriate facilities.
4. Conduct and participate in interdisciplinary training that involves physicians, physician assistants, nurse practitioners, nurse midwives, dentists, psychologists, pharmacists, optometrists, community health workers, public and allied health professionals, or other health professionals, as practicable.
5. Deliver or facilitate continuing education and information dissemination programs for health care professionals, with an emphasis on individuals providing care in underserved areas and for health disparity populations.
6. Propose and implement effective program and outcomes measurement and evaluation strategies.
7. Establish a youth public health program to expose and recruit high school students into health careers, with a focus on careers in public health.
8. Develop and implement innovative curricula in collaboration with community-based accredited primary care residency training programs, federally qualified health centers, rural health clinics, behavioral and mental health facilities, public health departments, or other appropriate facilities, with the goal of increasing the number of primary care physicians and other primary care providers prepared to serve in underserved areas and health disparity populations.
9. Coordinate community-based participatory research with academic health centers, and facilitate rapid flow and dissemination of evidence-based health care information, research results, and best practices to improve quality, efficiency, and effectiveness of health care and health care systems within community settings.
10. Develop and implement other strategies to address identified workforce needs and increase and enhance the health care workforce in the area served by the area health education center program.

SERVICES:

11. Designates an underserved area or population to be served by the center which is in a location removed from the main location of the teaching facilities of the schools participating in the program with such center and does not duplicate, in whole or in part, the geographic area or population served by any other center;
12. Fosters networking and collaboration among communities and between academic health centers and community-based centers;
13. Serves communities with a demonstrated need of health professionals in partnership with academic medical centers;
14. Addresses the health care workforce needs of the communities served in coordination with the public workforce investment system; and
15. Has a community-based governing or advisory board that reflects the diversity of the communities involved and meets at least four times yearly.
16. Initiate Innovative Opportunities:
 - a) Develop and implement innovative curricula in collaboration with community-based accredited primary care residency training programs, federally qualified health centers, rural health clinics, behavioral and mental health facilities, public health departments, or other appropriate facilities, with the goal of increasing the number of primary care physicians and other primary care providers prepared to serve in underserved areas and health disparity populations.

Attachment 5 (continued)
Subaward Agreement
Scope of Work and Budget
DHHS/HRSA

- b) Coordinate community-based participatory research with academic health centers, and facilitate rapid flow and dissemination of evidence-based health care information, research results, and best practices to improve quality, efficiency, and effectiveness of health care and health care systems within community settings.
- c) Develop and implement other strategies to address identified workforce needs and increase and enhance the health care workforce in the area served by the area health education center program.

CENTER SPECIFIC ACTIVITIES AND SERVICES:

17. REACH Program: Increase the number of students of color who enter health careers by providing health career exploration activities with an emphasis on public health and oral/ dental health careers, public health issues affecting their communities, and academic enrichment and support. The REACH program is an in school program and an after school program for 9th-12th graders in the Springfield (MA) Public Schools:

- In-school program will serve health cluster students at Lower Pioneer Valley Career & Technical Educational Center;
- After-school program will serve 20 students from four (4) public high schools and two (2) charter schools. The program curriculum and/ or activities will include Health Careers Occupations Student Association (HOSA) and Health Careers Opportunity Program (HCOP), health professionals and student guest speakers, awareness of public health issues, leadership development, and service learning projects;
- Assist in the development of the MassAHEC Network youth centered cultural diversity in health care curriculum;
- Support the Tobacco Control Program of City of Springfield, Department of Health & Human Services; and
- Support of the pre-health summer academic enrichment program.

Objectives/ Outcomes

- Increase awareness of health and oral health career options;
- Increase awareness of public health issues;
- Develop service learning projects;
- Provide tutorial and study skills;
- Provide foundations of college preparatory and readiness skills; and
- Provide workplace readiness skills through the Springfield Public Schools Workplace Readiness Certificate Program.

Activities:

- Medical/ Public and Oral Health Career Workshops;
- Guest Speakers;
- Public Health Issues/ Adolescent Health Workshops;
- Study Skills and College Success Seminars;
- Cultural Diversity Workshops;
- Service Learning Projects;
- Workplace Readiness Workshops;
- Leadership Development; and
- Field trips.

Evaluation:

- Research evaluation tool;
- Maintain log of after-school program applications received reasons for selection/ rejection;
- Maintain log of after-school participants starting and completing the program and note reasons for students not completing the program;
- Attendance logs (all programs);
- Site Visits (summer job shadowing);
- Massachusetts Work-Based Learning Plan (summer job shadowing); and
- Student program evaluation (all programs).

Partners

The Pioneer Valley AHEC partners and collaborators include Springfield Department of Health & Human Services; Springfield Public Schools; Springfield Technical Community College; Baystate Health –Springfield Public School Education Partnership; Baystate Health and Community Health Centers; Mercy Medical Center and Ambulatory Centers; MassAHEC Network/ HOSA, Dental HCOP-MassAHEC Network, Hampden County Regional Employment Board, Massachusetts Youth Against Tobacco Initiative, Springfield Public School Workforce Development Office; health care professionals, parents, and community-based organizations.

18. Oral Health Access Program:

- Continued support of 17 dental hygienists students from Springfield Technical Community College and their preceptors, a dentist and registered dental hygienist, through their clinical rotation at the "No Tooth Left Behind" school and community based dental clinic, an Oral Health Initiative through the Springfield Department of Health and Human Service.
- Support of a children's oral health initiative at local public grammar school during children's dental health month involving REACH students.

Objectives/ Outcomes:

- To provide clinic rotations/ preceptors for dental hygienist students.
- To increase awareness of oral health and careers.

Activities

- Clinical Rotations.
- Dental health activities

Evaluation

- The number of dental hygienist students.
- The number of 5th graders reached.

Partners

- Springfield Technical Community College;
- Springfield Department of Health & Human Services- Oral Health Program; and
- German Gerena Community School.

19. Medical Interpreter Training:

To introduce the profession of medical interpreting /interpreter to local emerging immigrant and refugee populations and health cluster adult education and/ or high school students.

- To develop and conduct an introduction training program.

Objectives/ Outcomes

- To increase the workforce of medical interpreters; and
- Increase awareness of the medical interpreter profession.

Activities

- An introductory Medical Interpreter Training Program.

Evaluation

- Pre/ Post Assessment;
- Attendance Logs; and
- Participant program evaluation.

Partners

- Local Public Schools and Jobs Corp;
- Immigrant and Refugee Resettlement Agencies;
- Local community colleges and universities health care programs; and
- Massachusetts Career Development Institute, Inc.

20. Community Outreach Worker Network & Training Coalition:

To provide support, enhance, and promote the educational, professional and personal development of 80+coalition members and other interested Community Outreach Workers in Greater Springfield.

Objectives/ Outcomes

- To provide training opportunities as identified by coalition members;
- To provide support and networking opportunities; and
- To increase knowledge of community outreach worker workforce.

Activities

- Coordinate trainings on a quarterly basis;
- Coordinate and staff bi-monthly support and networking meetings; and
- Coordinate, support and staff an annual conference per fiscal year.

Evaluation

- Attendance logs; and
- Participants' evaluation of trainings including annual conference.

Partners

- Various health and human services organizations and community-based organizations;
- Massachusetts Department of Public Health

21. Education/ Training:

- To provide professional development for PV AHEC staff;

- To provide support for REACH after-school program service learning project.
22. Other:
- Strengthen the relationship with the local Regional Employment Board through various initiatives.

CENTER DIRECTOR AND STAFF:

24. Shall attend all Center Directors' meetings that are scheduled by the University. The Center Director may designate a staff member to attend in his absence.
25. Shall ensure timely delivery of all reports required by the University (as detailed in Attachment 4) and be responsive to additional information requests from the University
26. Specifically designate a geographic area or medically underserved population to be served by the center:
27. Specifically designate at least one Community Health Center as prime collaborator for service delivery
28. Participate in local, state and national legislative advocacy to ensure appropriate support for the services provided by Subrecipient.
29. Financial Match: Subrecipient is required to provide a fifty percent (50%) non-federal match of HRSA funds provided under this Agreement. Subrecipient shall report at least annually the amount and source of its matching funds.

**Attachment 5
Subaward Agreement
Scope of Work and Budget
DHHS/HRSA**

Budget.

Direct Costs Only						
Nontrainee Expenses						
a and b. Salaries and Wages (Do not list trainees)				Time/Effort		Dollar Amount Requested (Omit Cents)
Name	Title of Position	%	per week	Salary	Fringe	Total
Chellman, Justin	Youth Coordinator	100%	37.5	\$ 30,703	\$ 7,676	\$ 38,379
Caulton-Harris, Helen	Exec. Director	7%		\$ 9,000		\$ 9,000
Summer Help						\$ 8,500
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
c. Total Personnel Costs				\$ 39,703	\$ 7,676	\$ 55,879
d. Consultant Costs:						
e. Equipment (Itemize)						
f. Supplies (Itemize by category):		office supplies, educational materials and minor office equipment				\$ 2,600
g. Travel						\$ 8,450
h. Construction/Alteration/Renovations						
i. Other:		Education and Training \$3521, Oral Health \$1500				\$ 5,021
j. Consortium/ Contractual Costs		524020 530105				
Subtotal						\$ 71,950
k Trainee Related Expenses						
l. Trainee Stipends		No. requested				
m. Trainee Tuition and Fees		No. requested				
n. Trainee Travel (Describe)						
Subtotal						\$ -
o. Total Direct Costs (Add Subtotals of Sections A and B)						\$ 71,950
p. Indirect Costs (limited to 8%)						
q. Total Project Costs (Direct + Indirect Costs)						\$ 71,950

Attachment: HHS PV AHEC GRANT 352012 (1552 : PV AHEC-MODEL Grant Acceptance - No Match Required)

Attachment 6
Subaward Agreement - Reference No. 0006135142
SAMPLE INVOICE

SUBAWARD

between
UNIVERSITY OF MASSACHUSETTS, WORCESTER
and
(COOPERATING INSTITUTION)
(REMIT ADDRESS)
ATTN: (FINANCIAL CONTACT)
(CITY, STATE ZIP CODE)

To: UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL
FINANCIAL SERVICES – ATTN: GEORGE BYNOE
333 SOUTH STREET, SUITE 290
SHREWSBURY, MA 01545

SUBAWARD
NUMBER:

INVOICE DATE:

GRANT NUMBER: 5 U77HP03016-18-00

REIMBURSABLE COSTS FOR PERIOD:

TO:

CATEGORY	BUDGET	PREVIOUSLY BILLED	Current Period 9/1/08- 9/30/08	BILLED TO DATE	BALANCE REMAINING
Personnel Name & Title	\$0.00	\$0.00		\$0.00	\$0.00
Fringe	\$0.00	\$0.00		\$0.00	\$0.00
Travel	\$0.00	\$0.00		\$0.00	\$0.00
Supplies/Printing	\$0.00	\$0.00		\$0.00	\$0.00
Honoraria *	\$0.00	\$0.00		\$0.00	\$0.00
Program Training Costs (Itemize)	\$0.00	\$0.00		\$0.00	\$0.00
Other Expenses (Itemize)	\$0.00	\$0.00		\$0.00	\$0.00
Subtotal Direct Costs	\$0.00	\$0.00		\$0.00	\$0.00
Indirect costs	\$0.00	\$0.00		\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Must provide detail of name and
amount

BY: _____

(Signature)

NAME: _____

TITLE: _____

DATE: _____

*****Invoice detail should be in accordance with the line items in your Subaward Agreement,
Attachment # 5, Budget.*****

Attachment: HHS PV AHEC GRANT 352012 (1552 : PV AHEC-MODEL Grant Acceptance - No Match Required)

Attachment 7
Research Subaward Agreement
Subrecipient's Compliance with A-133
DHHS/HRSA

Subrecipient PD: Brenda Evans
 UMW PI: Linda Cragin

Award Number: 5 U77HP03016-18-00
 CFDA#: 93.107

The Federal Office of Management and Budget Circular, A-133 "Audits of States, Local Governments, and Non-Profit Organizations" requires that recipients of Federal awards, who are subject to the provisions of OMB Circular A-133, ensure that subrecipients comply with audit requirements of OMB Circular A-133.

In order for the University of Massachusetts, Worcester (UMW) to satisfy its own A-133 requirements, we request certification from your organization that you are in compliance with A-133 requirements. Therefore, please check the appropriate lines and provide any required documents.

- 1) ☒ The most recent A-133 audit has been completed for Fiscal Year 2010
- a) ☒ Neither the Schedule of Findings and Questioned Costs nor the Schedule of Prior Audit Findings reported within our A-133 audit report disclose any material weaknesses, any material instances of noncompliance, or any findings related to any subaward from the University of Massachusetts, Worcester.
- b) ☐ The Schedule of Findings and Questioned Costs and/or the Schedule of Prior Audit Findings reported within our A-133 audit report disclose audit findings related to Federal awards provided by the University of Massachusetts, Worcester. Enclosed is a copy of the audit reporting package required by Section .320(e) of OMB Circular A-133 that includes the following four (4) items:
- Financial statements and schedule of expenditure of Federal awards,
 - Summary of scheduled prior audit findings,
 - Auditors reports, and
 - Corrective action plan

- 2) ☐ We are not subject to the requirements of A-133 because we are (check both sections below and remit or provide a website for a copy of the most recent audited financial statement or annual report):
- a) ☐ A for-profit organization. (Also check applicable box in section below.)
- b) ☐ A non-U.S. based entity. (Also check applicable box in section below.)
- c) ☐ We expend less than \$500,000 a year in Federal funds. (Also check applicable box in section below.)
- d) ☐ Other (explain) _____

AND:

☐ We are in compliance with applicable Federal, State, or Local laws and regulations, and the laws and regulations that are particular to any subaward from the University of Massachusetts, Worcester. We further certify that there were no audit findings and/or questioned costs discovered during our most recent audit.

OR:

☐ The most recent audit revealed findings and/or questioned costs that relate to any subaward from the University of Massachusetts, Worcester. We have enclosed a copy of, or provided a valid website to, the audited financial statement that details these findings, and agree to notify the University of Massachusetts, Worcester of the corrective action taken within (6) six months of furnishing the audited report.

Website of an annual report or audited financial statements: _____

Upon completion of any on-going A-133 audits, the subrecipient will notify UMW of the results, and provide a copy of any noted exceptions.

Please sign and complete the section below.

I certify that the statements above accurately represent the organization of which I am representative. Further, I certify that all relevant material findings in the audit report have been disclosed.

Subrecipient: City of Springfield/Department of Health and Human Services

Entity Identification Number (for A-133 Audit): 04-6001415

By: _____

Name: Helen Caulton Harris

Title: Director

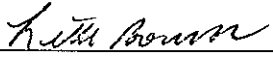
Date: _____

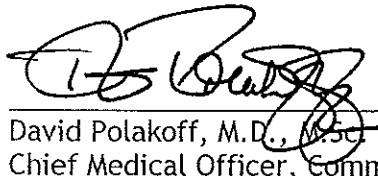
Telephone Number: 413-787-6736

Email Address: hcaulton@springfieldcityhall.com

Attachment: HHS PV AHEC GRANT 352012 (1552 : PV AHEC-MODEL Grant Acceptance - No Match Required)

University of Massachusetts / Worcester:

 1-26-12
Linda Bowden, Financial Manager Date
Center for Health Policy & Research

 1/30/12
David Polakoff, M.D., M.Sc. Date
Chief Medical Officer, Commonwealth Medicine



City of Springfield

SCHEDULED

Meeting: 03/05/12 07:00 PM
Initiator: Cheryn Wojcik
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1553

3.10

Parking Garage for the Intermodal Transportation Center (IMTC) (Mayor Sarno)

WHEREAS, the Office of Planning and Economic Development ("Department") has been awarded a Off-Street Parking Grant of \$7,700,000.00 from the Massachusetts Executive Office of Administration and Finance; and

WHEREAS, the Department intends to use the grant funds to finance in part the cost of design and construction of a 480-space public parking garage in conjunction with the proposed development of the Union Station Regional Intermodal Transportation Center; and

WHEREAS, the total cost of the project is \$9,625,000.00; and

WHEREAS, the grant will pay for 75% of the cost of the parking garage, which is \$7,700,000.00, and requires the City to pay 25%, which is \$1,925,000.00, which will be paid from the Springfield Redevelopment Authority Massachusetts Transportation Bond Funds;

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds and the required City matching contribution described herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sect 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

**Parking Garage for the Intermodal Transportation Center (IMTC) -
\$7,700,000**

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

3.10.a

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 SPRINGFIELD (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF	
Legal Address: (W-9, W-4,T&C): 36 Court Street, Springfield, MA 01103		Business Mailing Address: State House Rm.373, Boston, MA 02133	
Contract Manager: Christopher Moskal		Billing Address (if different):	
E-Mail: cmoskal@springfieldcityhall.com		Contract Manager: Constantine Constantinides	
Phone: 413-426-8517 or 413-787-6100	Fax:	E-Mail: constantine.constantinides@massmail.state.ma.us	
Contractor Vendor Code: VC6000192140		Phone: 617-727-2040	Fax: 617-727-2779
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT ANF FY12OSPSRINGFIELD01	
		RFR/Procurement or Other ID Number: N/A	

X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ☐ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) ☐ <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ☐ <u>Contract Employee</u> (Attach <u>Employment Status Form</u>, scope, budget) ☒ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	CONTRACT AMENDMENT 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.) ☐ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ☐ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ☐ <u>Contract Employee</u> (Attach any updates to scope or budget) ☐ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
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The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). **\$7,700,000.00**

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 (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.): City of Springfield is requesting a grant of \$7.7 million dollars to finance the construction of a 480-space public parking facility in conjunction with the development of the Springfield Union Station Inter-Modal Transportation Center. Funding is authorized and appropriated under Sec. 2k of Ch.273 of the Acts of 1994, and Sec.103 of Ch.206 of the Acts of 1996. Supporting documentation is attached herewith.

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 6/30/2014, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

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

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: Domenic J. Sarno Date: 2/23/12
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Domenic J. Sarno

Print Title: Mayor

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: Jay Gonzalez Date: 2/9/12
(Signature and Date Must Be Handwritten At Time of Signature)

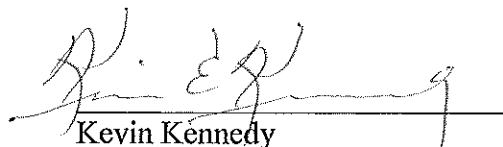
Print Name: Jay Gonzalez

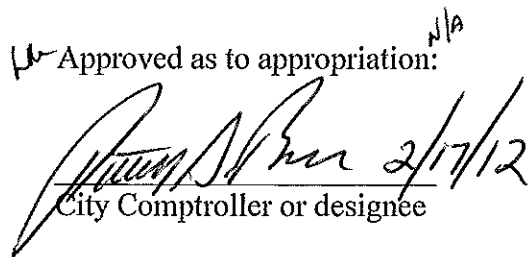
Print Title: Secretary

**COMMONWEALTH OF MASSACHUSETTS
STANDARD CONTRACT FORM
Signature page, continued.**

Vendor Code #VC6000192140

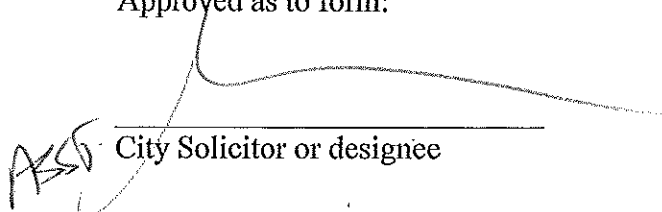
**FOR THE CITY OF SPRINGFIELD,
MASSACHUSETTS:**


Kevin Kennedy
Chief Development Officer

 Approved as to appropriation: ^{N/A}

City Comptroller or designee

Approved as to form:

 City Solicitor or designee

Reviewed:

 02-23-12
Chief Administrative and Financial Officer

Attachment: Union Station 7 7M (1553 : Parking Garage for the IMTC)



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 in 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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

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 GTR 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.

Attachment: Union Station 7 M (1553 : Parking Garage for the IMTC)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



3.10.a

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 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. 12101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. 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 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 TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of

Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing 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.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated

COMMONWEALTH TERMS AND CONDITIONS



settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

Print Name: Domenic J. Sarno

Title: Mayor

Date: 2/23/2015

(Check One): ☒ Organization ☐ Individual

Full Legal Organization or Individual Name: City of Springfield

Doing Business As: Name (If Different): _____

Tax Identification Number: 04 6 0 0 1 4 1 5

Address: 36 Court Street Springfield MA 01103

Telephone: 413-787-6100 FAX: 413-787-7740

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: *Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108* in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

Attachment: Union Station 7 7M (1553 : Parking Garage for the IMTC)

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

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
Domenic J. Sarno	Mayor
Kevin Kennedy	Director of Community Development
Patrick Burns or designee	City Comptroller
City Solicitor or designee	Law Dept.
Lee Erdmann	Chief Admin and Financial Officer

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.

Harold A. Breck
Signature

Date: 1/20/12

Title: Deputy City Solicitor Telephone: 413 787-6179

Fax: 413 787-6173

Email: ~~kbreck@springfieldcity~~ kbreck@springfieldcityhall.com

[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.

Attachment: Union Station 7 7M (1553 : Parking Garage for the IMTC)

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

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]

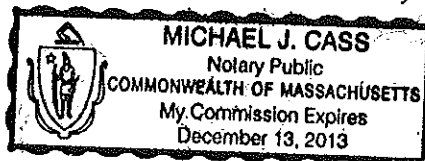
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

I, [Signature] (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:

February 17th, 20 12.

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: Union Station 7 7M (1553 : Parking Garage for the IMTC)

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

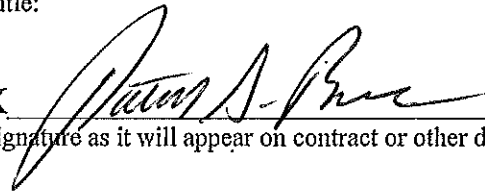
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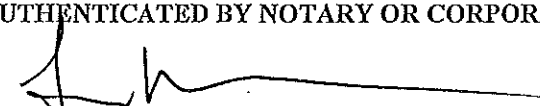
Signatory's full legal name (print or type):

Title:

X 

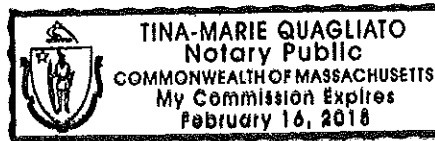
Signature as it will appear on contract or other document (Complete only in presence of notary):

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:

February 22nd, 20 12.

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: Union Station 7 7M (1553 : Parking Garage for the IMTC)

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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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: *Assistant City Solicitor Maria Peppolo*

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, Stephanie A. Liebl (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:

February 22, 20 12

My commission expires on:

STEPHANIE A. LIEBL

Notary Public

My Commission Expires September 29, 2017

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: Union Station 7 7M (1553 : Parking Garage for the IMTC)

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

Title:

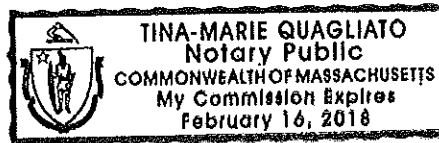
X [Signature]
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

I, [Signature] (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:

February 22nd, 20 12

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: Union Station 7 7M (1553 : Parking Garage for the IMTC)

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

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CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

Title:

X

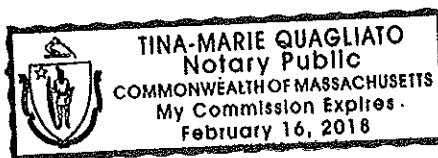
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

I, [Signature] (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:

February 22nd, 2012

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: Union Station 7 7M (1553 : Parking Garage for the IMTC)

ATTACHMENT

GRANT AGREEMENT ADDITIONAL TERMS AND CONDITIONS

This Grant Agreement ["Agreement"] is made by and between the Commonwealth of Massachusetts, acting by and through its Secretary of Administration and Finance [EOAF] and the City of Springfield, acting by and through its Mayor [City]. The term City shall also include the Springfield Redevelopment Authority [SRA].

RECITALS

1. The City has applied for state financial assistance under the Off-Street Parking Facilities Reimbursement Program [OSP Grant] to finance in part the cost of design and construction of a 480-space public parking garage [Project] in conjunction with the proposed development of the Union Station Regional Intermodal Transportation Center [IMTC]. The Project is located within the Union Station Commercial Area Revitalization District [CARD] approved by the Director of Housing and Community Development [DHCD] pursuant to M.G.L. Chapter 40D, Section 12 and in conformance with the OSP Rules and Regulations set forth in 801CMR26. Details of the project scope and budget including funding sources and uses is presented in EXHIBIT A.
2. EOAF agrees to obligate an amount not to exceed \$7,700,000 or 75% of the cost of the Project including: \$3,200,000 authorized under Section 2K of Chapter 273 of the Acts of 1994, and \$4,500,000 under Section 103 of Chapter 205 of the Acts of 1996.
3. The City's cash commitment of no less than 25% shall include federal funding provided by the Federal Transit Authority [FTA] pursuant to Section 5309/HPP and from bond funds obligated to the Project by the Massachusetts Department of Transportation [MassDOT].
4. Springfield Redevelopment Authority [SRA] is the owner of the Union Station facility and the designated municipal entity to manage and oversee the development and completion of the Project in collaboration with MassDOT, the Pioneer Valley Regional Transit Authority [PVRTA] and other public entities including potential private users of the facility.
5. It is understood that the City shall exercise full responsibility and liability for the operation and management of the Project, and further agrees that the Commonwealth's provision of financial assistance under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.
6. In acceptance of the OSP Grant, the City hereby acknowledges and agrees to comply with: [a] the OSP Grant requirements; [b] the Commonwealth Terms and Conditions attached as part of this Agreement; and [c] applicable state law and regulations governing the disbursement and expenditure of state funds. In the event any of the terms of this Agreement is determined to consist or in conflict with any other agreement to which the City or SRA is a party involving the Project, the terms of this Agreement shall control.

B. ALLOCATION & USES OF THE OSP GRANT

1. The OSP Grant of \$7,700,000 obligated under this Agreement represents the Commonwealth's maximum commitment to the Project and shall be allocated and used as follows:

[a] Up to \$770,000 of the OSP Grant shall be used for pre-construction activities including: \$600,000 for Architectural Design, Engineering, Consulting and Permitting tasks; and \$170,000 for Construction Manager At-Risk services; and, [b] Up to \$6,930,000 shall be used for construction related activities associated with the Project subject to the prior receipt and acceptance by EOAF of the following information: [i] documentation evidencing proof that all required pre-construction activities have been satisfactorily completed and approved and that there are no outstanding problems or issues that would materially affect the ability of the City and its consultants to effectively proceed forward with the Project; [ii] documented proof that the City has the funds necessary to cover its share of construction cost and agrees to assume any additional unforeseen costs arising during implementation of the Project.; [iii] written verification of the availability of federal and state funding commitments to finance the development of the IMTC; and [iv] any other information or documentation EOAF may require as a condition for releasing the Commonwealth's share of the costs of construction.

C. DISBURSEMENT OF OSP GRANT FUNDS

1. Subject to the conditions set forth in the preceding section, it is understood that disbursements of the Commonwealth's share to cover pre-construction project costs shall be made no sooner than April 1, 2012 and for construction related activities no sooner than October 1, 2012. A scheduled of disbursements of OSP Grant funds is presented in EXHIBIT B.

2. Each requisition for payment submitted to EOAF for either pre-construction or construction work shall not exceed 75% of the actual value of the work performed and certified consistent with the approved design or construction plans and shall be accompanied by: [a] approved invoices with back up documentation verifying costs incurred in connection with the Project; [b] verification of approved payments made by the City regarding its 25% share of cost; and [c] any additional information or documentation EOAF may require.

3. It is understood that no portion of the OSP Grant shall be expended on: [a] salaries and wages of City or SRA personnel contributing time on the Project; [b] administration of the OSP Grant; [c] overhead and indirect costs; [d] legal and advertising expenses; [e] equipment and supplies; [f] travel and entertainment; [g] costs incurred prior to the execution and following termination of this Agreement; and [h] any other activities deemed to be ineligible for OSP Grant funds under this Agreement.

4. EOAF reserves the right to refuse to process a requisition for payment submitted by the City if, in its reasonable discretion, it determines that the requisition or any accompanying information is incomplete or is inconsistent with the approved project scope and budget. In the event that any of the terms of this Agreement is inconsistent or in conflict with the terms of any other agreement to which the City is a party relative to the Project, the terms of this Agreement shall control.

- 3 -

5. The City shall keep detailed records of all financial reports, plans and supporting documentation relative to pre-construction and construction activities associated with the Project. EOAF, at its discretion, shall have the right to examine those records.

D. PROGRESS REPORTING

1. The City shall submit to EOAF progress reports on a quarterly basis or as EOAF may otherwise specify during the pre-construction and construction phases of the Project. Such reports shall include, but not be limited to the following: [a] a statement describing in detail the work performed during the reporting period; [b] an accounting of the project finances [OSP Grant and City's match]; [c] a review and evaluation of any existing or anticipated problems or issues which may cause delays in carrying out the Project; and [d] any additional information or documentation EOAF may require.

2. Upon completion of the pre-construction and construction phases of the Project, the City shall furnish to EOAF: [a] documentation verifying satisfactory completion and certification of the Project consistent with approved plans and specification; [b] an accounting of all funds received and expending including any outstanding liabilities; and [c] a statement from the City Solicitor attesting to the best of his or her knowledge that the Project was undertaken and completed in conformance with all applicable federal, state and local laws, rules and regulations; and [d] any additional information or documentation EOAF may require.

E. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

1. The City and its contractors and consultants shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: [a] Executive Order 478 relating to discrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; [b] the State Prevailing Wage Law [MGL. Ch.149, Sections 26 to 27H]; [c] Title VI of the Civil Rights Acts of 1964, as amended; [d] Environmental Impact Requirements [MGL. Ch.30, Sections 61 to 62I]; and [e] Historic Preservation Requirements [MGL.Ch.9, Sections 26 to 28] applicable regulations; [f] Off-Street Parking Facilities Reimbursement Program [Ch.487 of the Acts of 1980, as amended] and applicable regulations.

2. This Agreement shall in no way relieve the City from the full force and application of any laws, rules, regulations and orders or requirements.

F. INTEREST OF MEMBERS OR EMPLOYEES OF THE CITY

1. No officer, servant, agent, or employee of the City has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which he/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the City shall have any interest directly or indirectly in any contract in connection with Project in any way violate MGL. Ch.268A.

- 4 -

G. AMENDMENTS

1. No amendment to this Agreement or any significant modification of the scope and budget of the Project funded under this Agreement shall be made by the City without the prior written approval of EOAF.

H. SEVERABILITY OF PROVISIONS

1. If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

#

**Union Station Regional Intermodal Transportation Center
Off Street Parking Grant
Preconstruction Activities - Scope of Work and Budget**

The Springfield Redevelopment Authority (SRA) will utilize Off-street Parking grant funding in the amount of \$770,000 to further advance scope items in connection with the Union Station Regional Intermodal Transportation Center (ITC), focusing on pre-construction components of the parking garage component of the project. These pre-construction activities will include design and construction manager services, as described below:

Design. The SRA will utilize \$600,000 in OSP funding to advance design and permitting activities, and has retained HDR Architecture P.C. as the design firm for the project. HDR's services include design, engineering, environmental permitting, LEED design and certification and construction administration for the SRA. These services were solicited in accordance with the Massachusetts Designer Selection Law and applicable federal law (MGL Chapter 7, §§ 38 A½ -O and Chapter 149, Section 44A½, and Chapter 193 of the Acts of 2004, the Public Construction Reform Law).

The basic phases of work to be done include: preliminary design (program update, permitting, schematic and design development); final design (construction documents, bid and advertisement) and construction phase services. The initial phase of design work, which is under way, includes a review and analysis of the 2008 Redevelopment Plan program and design services through schematic design. OSP funds will be used complete pre-construction phase services commencing at the design development phase.

Construction Manager. The SRA intends to construct the Union Station ITC according to procedures defined in M.G.L. c. 149A, including selection and engagement of a Construction Manager At-Risk (CMR). The SRA has secured approval from the Office of the Inspector General, permitting it to utilize the CMR process. Under the CMR project delivery method, the CMR is retained early in the design process to collaborate on critical design issues and is required to negotiate a guaranteed maximum price. The CMR is expected to collaborate on such matters as review of building structural and mechanical systems, building material selections, cost estimating, value engineering, and review of design/constructability, schedule and budget. The SRA will utilize \$170,000 in OSP funding for pre-construction services by the selected CMR.

Springfield Redevelopment Authority

70 Tapley Street • Springfield, MA 01104 • (413) 787-6020

December 20, 2011

Mr. Jay Gonzalez, Secretary
Executive Office for Administration and Finance
State House, Room 373
Boston MA 02133

Subject: Union Station Off-Street Parking Grant Matching Funds

Dear Secretary Gonzalez:

This letter will certify that the Springfield Redevelopment Authority (SRA) received the \$3,768,917 in Massachusetts Transportation Bond Funds for the design and construction of the Springfield Union Station Regional Intermodal Transportation Center (Union Station) project. As of November 30, 2011, the fund balance was \$3,158,709.

The SRA certifies that it will utilize a portion of these funds as the 25 percent cash match in connection with the initial expenditure of \$770,000 from a \$7.7 million Off-Street Parking grant awarded to the project, to advance pre-construction activities. The balance of the Off-Street Parking grant will be used for construction.

A copy of the November 2011 bank statement is attached.

Sincerely,



Christopher J. Moskal
Executive Director
Springfield Redevelopment Authority

C: Members of the Authority

Commissioners

Armando Feliciano - Chairman Gloria Torres - Vice Chairman
Jack Brunttoni - Treasurer William MacGregor - Secretary Dot Lortie

Attachment: Union Station 77M (1553 : Parking Garage for the IMTC)

Statement of Accounts



009846

SPRINGFIELD REDEVELOPMENT AUTH
RM 313
36 COURT ST
SPRINGFIELD MA 01103-1602

November 30, 2011
Total days in statement period: 30
(1)
Page 1 of 3

Direct Inquiries to:
CALL CENTER
1-800-894-0300

Peoples United Bank
1391 Main Street
Springfield MA 01103

Summary of Account Balances

Account	Number	Ending Balance
Municipal Escrow Checking	0000000153	\$0.00
Muni Escrow MMA Checking	0000000153	\$3,158,708.98

Municipal Escrow Checking 0000000153

Average balance \$7,290.50

1 Enclosure

Date	Description	Additions	Subtractions	Balance	Number	Date	Amount
10-31	Beginning balance			\$0.00	1207	11-21	31,245.00
11-14	#Online Xfr IN REF 31009371, FUNDS TRANSFER FRM DEP 6500007149 FROM HDRS, SEPTEMBER INVOICE	31,245.00		31,245.00			
11-21	Check 1207		-31,245.00	0.00			
11-30	Ending totals	31,245.00	-31,245.00	\$0.00			

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Attachment: Union Station 7 7M (1553 : Parking Garage for the IMTC)

Statement of Accounts

1553

Springfield Redevelopment Auth

Page 2 of 3


People's United Bank


Muni Escrow MMA Checking 1553 10/19

Average balance \$3,170,554.19
Interest paid year to date \$21,384.12

Date	Description	Additions	Subtractions	Balance
10-31	Beginning balance			\$3,188,259.69
11-14	//Online Xfr Out REF 3100937L FUNDS TRANSFER TO DEP 6500087153 FROM HDRS SEPTEMBER INVOICE		-31,245.00	3,157,014.69
11-30	//Interest	1,694.29		3,158,708.98
11-30	Ending totals	1,694.29	-31,245.00	\$3,158,708.98

Annual percentage yield earned 0.65%
Interest-bearing days 30
Average balance for APY \$3,170,554.19
Interest earned \$1,694.29

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Attachment: Union Station 7 7M (1553 : Parking Garage for the IMTC)

EXHIBIT B**UNION STATION PARKING FACILITY PROJECT
OSP GRANT - CASH FLOW**

PERIOD	AMOUNT	USES
Apr – Jun'12 [FY'12, Q4]	\$ 770,000	A&E; Permitting; Construction At-Risk
Oct - Dec'12 [FY'13, Q2]	\$ 357,500	Parking Garage Construction
Jan – Mar'13 [FY'13, Q3]	\$ 1,607,500	Parking Garage Construction
Apr – Jun'13 [FY'13, Q4]	\$ 1,607,500	Parking Garage Construction
Jly – Sep'13 [FY'14, Q1]	\$ 1,607,500	Parking Garage Construction
Oct – Dec'13 [FY'14, Q2]	\$ 1,750,000	Parking Garage Construction
TOTAL:	\$ 7,700,000	

Attachment: Union Station 7 7M (1553 : Parking Garage for the IMTC)



City of Springfield

SCHEDULED

Meeting: 03/05/12 07:00 PM
Initiator: Tracye Whitfield
Sponsors: Mayor Domenic J. Sarno
DOC ID: 1554

3.11

State Aid for Public Libraries - No Match Required (Mayor Sarno)

WHEREAS, the Department of Springfield City Libraries has been awarded FY12 State Aid to Public Libraries program in the amount of \$212,460.00 from the Commonwealth of Massachusetts Board of Library Commissioners; and

WHEREAS, The State Aid to the Public Libraries is an integral part of the Board of Library Commissioners responsibility to support, develop, coordinate, improve and promote library services throughout the Commonwealth. The Board also strives to provide every resident of the Commonwealth with full and equal access to the library information resources regardless of geographic locations, social or economic status, age, level of physical or intellectual ability or cultural background

WHEREAS, the Department intends to use the grant funds to provide funding for Sunday Overtime; Substitute Pool; Printing; Library Materials etc; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

STATE AID TO PUBLIC LIBRARIES - \$212,460.00



Commonwealth of Massachusetts Board of Library Commissioners

98 North Washington Street • Suite 401 • Boston, Massachusetts 02114-1933
(800) 952-7403 in state • (617) 725-1860 • (617) 725-0140 fax

February 8, 2012

Mr. Stephen Cary, Trustee Chair
87 Pinewood Ave.
Springfield, MA 01102

re: Springfield City Library

Dear Mr. Cary:

On February 2, 2012, the City of Springfield was granted a waiver of the FY2012 MAR and certified to participate in the FY2012 State Aid to Public Libraries Program. In doing so, the Board reviewed the library's FY2011 compliance with Minimum Standards for Free Public Library Service and the municipality's FY2012 compliance with the Municipal Appropriation Requirement.

For FY2012, there will be two State Aid to Public Libraries award payments. Each payment will represent approximately half of the total annual award, depending on budget conditions.

In the next few weeks, the State Treasurer's office will issue the first State Aid to Public Libraries award payment to the City of Springfield in the following amounts as an electronic transfer:

FY2012 Library Incentive Grant (LIG)	\$ 37,012.60
FY2012 Municipal Equalization Grant (MEG)	\$ 63,832.63
FY2012 Nonresident Circulation Offset (NRC)	\$ 3,379.24
Total	\$104,224.47

The second payment will be sent to the City of Springfield by the last quarter of FY2012.

Multiple payments are necessary due to the state's incremental allotment of State Aid to Public Library funds for distribution to cities and towns throughout the year.

State Aid to Public library may not be used toward meeting the Municipal Appropriation Requirement, as stated in Chapter 68, Acts of 2011 of the Massachusetts Legislature.

Sincerely,

Robert C. Maier
Director

Enclosures: Ch. 68, Acts of 2011, FY2012 State Aid to Public Libraries Fact Sheet
cc: Ms. Lee Fogarty, Director
Springfield City Library, Springfield
Treasurer, the City of Springfield

Attachment: libraries - state aid (1554 : State Aid for Public Libraries - No Match Required)



Commonwealth of Massachusetts Board of Library Commissioners

98 North Washington Street • Boston, Massachusetts 02114
(800) 952-7403 in state • (617) 725-1860 • (617) 725-0140 fax

February 8, 2012

Mr. Patrick Burns
City Comptroller
City Comptroller's Office
36 Court St.
Springfield, MA 01103

Dear Mr. Burns:

At its regular monthly meeting on February 2, 2012, the Board of Library Commissioners granted a waiver of the FY2012 Municipal Appropriation Requirement (MAR), and certified Springfield to receive FY2012 State Aid to Public Libraries. (Please see the enclosed copy of the award letter).

The Board of Library Commissioners recognizes that the FY2012 State Aid to Public Libraries grant round has again this year taken place in an atmosphere of continuing fiscal difficulty. Despite these fiscal constraints 220 municipalities have met the Municipal Appropriation Requirement (MAR). Another 119 municipalities, including yours, have funded their libraries to within 10% of the percent of reduction in their adjusted municipal budgets.

In granting waivers of the FY2012 MAR to the 119 municipalities, the Board determined that the appropriation to the library was not cut disproportionately when compared to the adjusted municipal budget. It is important to remember as the FY2013 budget process goes forward that although there will be waivers for the FY2013 MAR, the actual number of waivers will not be determined until the budget language is signed by the governor. Continued reductions in the library budget seriously impair services provided to all residents of the community and can create a challenge for the community and its library of regaining lost ground.

The State Aid to Public Libraries program is an integral part of the Board of Library Commissioners responsibility to support, develop, coordinate, improve and promote library services throughout the Commonwealth. The Board also strives to provide every resident of the Commonwealth with full and equal access to library information resources regardless of geographic location, social or economic status, age, level of physical or intellectual ability or cultural background.

The Board and its staff look forward to working with you and your public library as we work to maintain library services in this time of fiscal constraints.

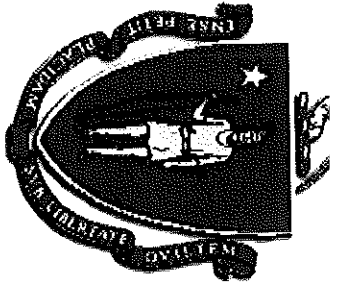
Please do not hesitate to contact me if you have any questions about the State Aid to Public Libraries program.

Sincerely,

Dianne L. Carty
Head of State Aid and Data Coordination

cc: Library Director
Trustee Chair

Attachment: libraries - state aid (1554 : State Aid for Public Libraries - No Match Required)



Commonwealth of Massachusetts

Board of Library Commissioners

FY2012 CERTIFICATION

STATE AID TO PUBLIC LIBRARIES PROGRAM

The municipality and the public library of Springfield, Massachusetts

were granted a waiver of the FY2012 Municipal Appropriation Requirement and are hereby certified as meeting the requirements of the State Aid to Public Libraries program in accordance with the provisions of Chapter 78, Sections 19A & B of the Law and Chapter 605, Section 4.0 of the Code of Regulations of the Commonwealth of Massachusetts.

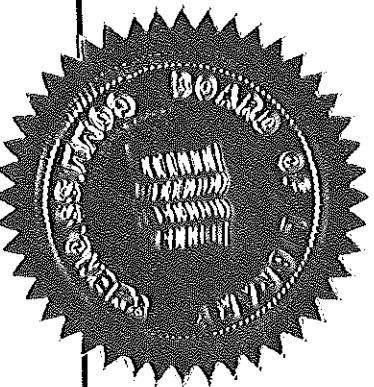
This certificate is granted on the basis of compliance with the following:

1. The Municipal Appropriation Requirement in the current year
2. Open to all residents of the commonwealth
3. Make no charge for normal library services
4. Be kept open a minimum number of hours per week
5. Employ a library director meeting the required educational level
6. Expend a reasonable portion of the library's operating budget on library materials
7. Lend books to other [certified] libraries in the commonwealth and extend privileges to holders of cards issued by other [certified] public libraries in the commonwealth on a reciprocal basis

In testimony whereof this Certificate is granted by the Board of Library Commissioners on the
2nd day of February 2012.

Katherine Dibble, Chair

Mary Rose Quinn, Secretary





City of Springfield

36 Court Street
Springfield, MA 01103

Meeting: 03/05/12 07:00 PM

Department: Law

Category: Local Law

Prepared By: Thomas Moore

Initiator: Thomas Moore

SCHEDULED

Sponsors: Sarno, Lysak, Ferrera III, Walsh, Concepcion, Ashe, Rooke, Luna

ORDINANCE (ID # 1558)

DOC ID: 1558

Amending Title 5, Section 5.28.010, Taxi and Livery Ordinance

AMENDING TITLE 5, CHAPTER 5.28.010 OF THE REVISED ORDINANCES OF THE CITY OF SPRINGFIELD, 1986, AS AMENDED, BY ADDING AN AMENDED SUBSECTION D

Title 5, of the Revised Ordinances of the City of Springfield, 1986, as amended, hereby further amended by adding the following amended subsection D to Chapter 5.28.010 thereto:

Chapter 5.28.010 Definitions.

D. "Livery Vehicle" means a limousine or other vehicle, primarily garaged or primarily engaged for hire in the City of Springfield, which is designed to carry passengers under pre-arranged contract for an agreed upon hourly fare, or a motor vehicle on a schedule along a regular route without the use of a taximeter. "For Hire" shall mean a vehicle hired to carry passenger(s) by either a pre-arranged contract for an agreed upon hourly fare, an oral agreement for an agreed upon hourly fare, or a direct pay agreement with a taximeter. "Livery Vehicle" shall not mean a charter, business courtesy, employee shuttle, or customer shuttle, of a business who is not primarily engaged in transportation services. "Livery Vehicle" shall also not mean any van or wheelchair van vehicle used by any contracted or licensed provider, licensed hospital, or its affiliates, of the Executive Office of Health and Human Services (EOHHS), including but not limited to the Department of Public Health, Human Service Transportation, and the Disability Determination Services, provided, however, that any contracted or licensed provider, licensed hospital, and its affiliates, shall share all relevant vehicle safety information on an annual basis, upon request of the Taxi & Livery Commission.

(as amended 09/12/2007; 06/10/2010; and 3/___/2012)

Approved as to form:

Thomas D. Moore

Assistant City Solicitor

Section 5.28.010 (D) is to be amended.