

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form, to be used for New Contracts and Contract Amendments/Renewals, 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 \(OSD\)](#) for use by all Commonwealth Departments. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors should only complete sections marked with a "➔". For Instructions and hyperlinks (italics), please view this form at: www.mass.gov/osc under [Guidance For Vendors - Forms](#) or at www.mass.gov/losd under [OSD Forms](#).

➔ <u>Contractor Legal Name</u> (and d/b/a): ➔ <u>Legal Address</u> (from W-9): ➔ <u>Payment Remittance Address</u> (from W-9): ➔ <u>Contract Manager</u> : ➔ <u>E-Mail Address</u> : ➔ Phone: ➔ Fax: ➔ TTY:	<u>Department MMARS Alpha Code and Name</u> : FWE/Division of Marine Fisheries <u>Business Mailing Address</u> : 251 Causeway Street, Suite 400, Boston, MA 02114 <u>Billing Address</u> (if different): <u>Contract Manager</u> : Kevin Creighton <u>E-Mail Address</u> : Kevin.creighton@state.ma.us Phone: 617-626-1537 Fax: 617-626-1509 TTY:
➔ <u>State of Incorporation</u> (if a corporation) or "N/A": N/A ➔ <u>Vendor Code</u> : <u>MMARS Object Code</u> :	<u>MMARS Doc ID(s)</u> : <u>RFR/Procurement or Other ID Number</u> (if applicable): <u>Account(s) Funding Contract</u> : 2330-9738
<p style="text-align: center;"><u>X</u> <u>NEW CONTRACT</u></p> <u>COMPENSATION</u> (Check only one): X Total <u>Maximum Obligation</u> of this Contract \$ _____ ___ <u>Rate Contract</u> (Attach details of rate(s) units and any calculations): The following <u>COMMONWEALTH TERMS AND CONDITIONS</u> for this Contract has been executed and filed with CTR (Check only one): X Commonwealth Terms and Conditions ___ Commonwealth Terms And Conditions For Human And Social Services PROCUREMENT OR EXCEPTION TYPE (Check one option only): X Single Department Procurement/Single Department User Contract ___ Single Department Procurement/Multiple Department User Contract ___ Multiple Department Procurement/Limited Department User Contract ___ Statewide Contract (OSD or an OSD-designated Department) ___ Grant (as defined by 815 CMR 2.00) ___ Emergency Contract (attach justification) ___ Contract Employee (Complete Employment Status Form) ___ Collective Purchase (attach OSD approval) ___ Legislative/Legal Exemption (attach authorizing language) ___ Other (Specify and attach documentation): <u>ANTICIPATED START DATE</u> : <u>August 1, 2009</u> (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.) <u>CONTRACT END DATE</u> : <u>December 31, 2009</u>	<p style="text-align: center;">___ <u>CONTRACT AMENDMENT/RENEWAL</u></p> ENTER <u>CURRENT CONTRACT START and END DATES</u> (prior to amendment) Current Start Date: _____ Current End Date: _____ <u>COMPENSATION</u> : (Check Either, "No Compensation Change"; "Maximum Obligation" or "Rate change". ATTACH Amended Scope and Budget to support Amendment.) ___ NO Compensation Change (Skip to "OTHER" section below and select change) ___ Redistribute Budget Line Items (No Maximum Obligation Change) ___ Maximum Obligation Change. a) <u>Current Total Contract Maximum Obligation</u> : \$ _____ (Total Contract Maximum Obligation, including all prior amendments). b) <u>Amendment Amount ("+" or "-")</u> : \$ _____ c) <u>NEW TOTAL CONTRACT MAXIMUM OBLIGATION</u> : \$ _____ ___ Rate Changes to Rate Contract <u>OTHER</u> : (Check option, explain under "Brief Description" below, and attach documentation.) ___ Amend <u>Duration Only</u> (No Compensation or Performance Change) ___ Amend <u>Scope of Services/Performance Only</u> (no budget impact.) ___ <u>Interim Contract</u> (Temporary Extension to complete new Procurement) ___ Other: (Describe Details and Attach documentation): <u>ANTICIPATED START DATE</u> : _____ (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.) <u>NEW CONTRACT END DATE</u> : _____
➔ <u>PROMPT PAYMENT DISCOUNTS</u> : Contractor has agreed to the following Prompt Pay Discounts for the listed Payment Issue Dates. See Prompt Payment Discount Policy . ___ % Within 10 Days ___ % Within 15 Days ___ % Within 20 Days ___ % Within 30 Days OR, Check off the following if: ___ Contractor either claims hardship, or chooses not to provide PPD, or compensation is not subject to prompt pay discounts (grants, non-commodity or non-service compensation)	
<u>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT</u> (Reference to attachments is insufficient): The contractor will participate in the federally funded program that provides economic assistance to those MA commercial shellfish fishermen who were negatively impacted by the red tide event of 2008.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, or an earlier Start date listed above, the "Effective Date" of this Contract or Amendment shall be the latest date this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Contract or Amendment Start Date specified above, or the date of any required approvals. By executing this Contract/Amendment, the Contractor makes, under the pains and penalties of perjury, all certifications required under the attached Contractor Certifications , and has provided all required documentation noted with a "➔", or shall provide any required documentation upon request, and the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein, including the terms of the applicable Commonwealth Terms and Conditions available at www.mass.gov/osc under Guidance For Vendors - Forms or at www.mass.gov/losd under OSD Forms , the terms of the attached Instructions , the Request for Response (RFR), solicitation (if applicable) or other authorization, the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated performance or budget provisions. The terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties. THE PARTIES HEREBY ALSO CERTIFY THAT (Check one option only): 1. X the Contractor has NOT incurred any obligations triggering a payment obligation for dates <u>prior</u> to the Effective Date of this Contract or Amendment; OR 2. ___ any obligations incurred by the Contractor <u>prior</u> to the Effective Date of this Contract or Amendment (for which a payment obligation has been triggered) are intended to be part of this Contract/Amendment and shall be considered a final Settlement and Release of these obligations which are incorporated herein, and upon payment of these obligations, the Contractor forever releases the Commonwealth from any further claims related to these obligations.	
<u>AUTHORIZING SIGNATURE FOR THE CONTRACTOR</u> : ➔ X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) ➔ Print Name: _____ ➔ Print Title: _____	<u>AUTHORIZING SIGNATURE FOR THE DEPARTMENT</u> : X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kevin Creighton</u> Print Title: <u>Acting Chief Fiscal Officer</u>

