

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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|   |                            |   |                            |
|---|----------------------------|---|----------------------------|
| <b>CONTRACTOR LEGAL NAME:</b> Town of Montague<br>(and d/b/a):  |                            | <b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Energy & Environmental Affairs<br><b>MMARS Department Code:</b> ENV  |                            |
| <b>Legal Address: (W-9, W-4):</b> 1 Avenue A, Turners Falls, MA, 01376  |                            | <b>Business Mailing Address:</b> 100 Cambridge St – Suite 900 Boston, MA 02114  |                            |
| <b>Contract Manager:</b> Maureen Pollock, Town Planner  | <b>Phone:</b> 413-863-3200 | <b>Billing Address (if different):</b>  |                            |
| <b>E-Mail:</b> planner@montague-ma.gov  | <b>Fax:</b>                | <b>Contract Manager:</b> Kara Runsten   | <b>Phone:</b> 617-312-1594 |
| <b>Contractor Vendor Code:</b> VC   |                            | <b>E-Mail:</b> kara.runsten@mass.gov  | <b>Fax:</b>                |
| <b>Vendor Code Address ID (e.g. "AD001"):</b> AD____<br>(Note: The Address ID must be set up for EFT payments.)   |                            | <b>MMARS Doc ID(s):</b>   |                            |
| <input checked="" type="checkbox"/> <b>NEW CONTRACT</b>   |                            | <input type="checkbox"/> <b>CONTRACT AMENDMENT</b>  |                            |
| <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)<br><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)<br><input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)<br><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)<br><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)   |                            | Enter <b>Current Contract End Date</b> <i>Prior</i> to Amendment: _____, 20____.<br>Enter <b>Amendment Amount:</b> \$ _____. (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b><br><input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget)<br><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)<br><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget) |                            |
| <b>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding:</b> (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>  |                            |   |                            |
| <b>COMPENSATION:</b> (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 <a href="#">815 CMR 9.00</a> .<br><input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ <b>95,000.00</b>  |                            |   |                            |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)  |                            |   |                            |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.)<br>To conduct the MVP 2.0 Planning Process and implement a climate resilience seed project as outlined in Attachment A.   |                            |   |                            |
| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> 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.   |                            |   |                            |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2025</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.  |                            |   |                            |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |                            |   |                            |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  |                            | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  |                            |
| X: _____ Date: _____<br>(Signature and Date Must Be Captured At Time of Signature)  |                            | X: _____ Date: _____<br>(Signature and Date Must Be Captured At Time of Signature)  |                            |
| <b>Print Name:</b> _____  |                            | <b>Print Name:</b> _____  |                            |
| <b>Print Title:</b> _____   |                            | <b>Print Title:</b> _____   |                            |

**ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS**

The Executive Office of Energy and Environmental Affairs (EEA) and the **Town of Montague** (“the community”) hereby contract for the community to complete the Municipal Vulnerability Preparedness (MVP) 2.0 process in the FY24-25 pilot round. Once the contract has been signed by both parties, the community will be provided with an advance payment of **\$45,000** to complete the MVP 2.0 process scope (steps 1-7 and step 9). Once the community has completed step 6 (selected a Seed Project and submitted Part A that was approved by the respective MVP Regional Coordinator) or earlier if authorized by EEA, the community will be provided with an advance payment of **\$50,000** to implement their Seed Project (step 8).

This project will run from the effective date of this contract through **June 30, 2025**. Failure to produce the required deliverables and documentation of spent funds by the contract end date will result in a return of the funds to the state by FY25 fiscal year end. The community may apply for a contract extension as needed and subject to EEA’s discretion for approval.

Process Summary:

The MVP 2.0 program expands on the climate resilience work communities have done to date and supports communities with new methods, tools, and resources for building climate resilience. In particular, the contract will support the community in revisiting their climate resilience priorities with a focus on equity, and translating those priorities into action through project development and implementation. The MVP 2.0 program does this through:

- Convening a community team to do equitable climate resilience work;
- Providing training on strategies for building climate resilience, equity, and climate justice;
- Revisiting resilience priorities with the involvement of the wider community and a stronger assessment of social vulnerability and resilience;
- Helping the community and community to co-develop and implement a project that builds community resilience, with guaranteed funding for implementation; and
- Providing a process that can be replicated for future MVP Action Grants.

Resources and Support:

The community will work with a primary vendor to help manage and facilitate the process. MVP will provide a set of guidance documents and tools for completing the process. Additionally, the project team will use the [Guides for Equitable and Actionable Resilience \(GEAR\) online tool](#), which provides access to community data, downscaled climate projections, and guidance for investigating and understanding local climate vulnerability. The MVP Program’s team of Regional Coordinators (RCs) will also provide support and guidance in the process (see list of MVP checkpoints below).

Process Details:

The community will conduct the following tasks to complete the MVP 2.0 process as outlined in the [MVP 2.0 Process Guide](#). From step 1 onward, the community will have support from their contracted primary vendor and their implementation vendor for step 8.

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| <p><b>Step 0: Hire a Primary Vendor</b><br/> <b>One to two months (July - August of Year 1)</b></p>  |   |
| <p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>● Use the <a href="#">sample RFP</a> and <a href="#">vendor criteria</a> to contract with a primary vendor that meets the skill sets required of the MVP 2.0 program.</li> </ul> | <p><b>MVP Checkpoints:</b></p> <ul style="list-style-type: none"> <li>● <b>Just after award</b> - Meet with the MVP Regional Coordinator (RC) for your region to kick off the process and to discuss vendor selection and qualifications.</li> <li>● <b>After selecting a vendor</b> - Email your RC with selected vendor contact information and their qualifications; meet with your MVP Regional Coordinator and your primary</li> </ul> |

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|   | <p>vendor to go over the process before getting started.</p>   |
| <p><b>Phase 1: Developing a Core Team</b></p>   |  |
| <p><b>Step 1: Groundwork</b><br/> <b>One month (August - September of Year 1)</b></p>   |  |
| <p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>• Use the <a href="#">Social Resilience Roadmap</a> to dig deeper into understanding who lives and works in your community and who will likely be disproportionately affected by climate change.</li> <li>• Identify perspectives and lived experience within your community that will be important to include in your Core Team.</li> </ul>  | <p><b>MVP Checkpoints:</b></p> <ul style="list-style-type: none"> <li>• <b>Upon completion</b> - Email Part A of your <a href="#">Social Resilience Roadmap</a> to your <a href="#">MVP Regional Coordinator</a> before moving on to step two.</li> </ul>  |
| <p><b>Step 2: Recruiting Your Core Team</b><br/> <b>One to three months (September - November of Year 1)</b></p>  |  |
| <p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>• Build out a group of municipal staff and community members (i.e., community liaisons) to lead equitable climate resilience work in the community.</li> <li>• Ensure approximately half the Core Team members are from and/or with strong relationships with EJ or other priority populations who live and work in your community. Use “<a href="#">Resources for Core Team Recruitment</a>” as needed.</li> </ul> | <p><b>MVP Checkpoints:</b></p> <ul style="list-style-type: none"> <li>• <b>Upon completion-</b> Email a list of your Core Team members to your <a href="#">MVP Regional Coordinator</a> before moving on to step three. Note which members are community liaisons, the community(ies) they are connected to, and the compensation amount.</li> </ul> |
| <p><b>Step 3: Core Team Training</b><br/> <b>One to two months (November - December of Year 1)</b></p>  |  |
| <p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>• Participate in the Climate Resilience Training and Discussion Modules to build skills and capability that will help in assessing community vulnerability and in developing a resilience project.</li> <li>• Participate in the Equity and Climate Justice Learning Series to build skills and capability to work together in ways that center equity and climate justice.</li> </ul>                              | <p><b>MVP Checkpoints:</b></p> <ul style="list-style-type: none"> <li>• <b>Upon completion-</b> Email your completed discussion guides for the Climate Resilience Video Modules to your <a href="#">MVP Regional Coordinator</a> before moving on to step four.</li> </ul>   |
| <p><b>Phase 2: Revisiting Resilience Priorities</b></p>   |  |
| <p><b>Step 4: Uncovering Social Resilience</b><br/> <b>Three months (January - March of Year 1)</b></p>   |  |

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| <p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>● Use the <a href="#">Engagement Plan</a> to design and lead community outreach and engagement activities, focused on connecting with and understanding the needs and priorities of EJ and other priority populations who are disproportionately impacted by climate change.</li> <li>● Use the <a href="#">Social Resilience Roadmap</a> to identify factors that contribute to vulnerability and resilience for people who live and work in the community and region, and to inform your approach to building community resilience in ways that simultaneously address root causes of vulnerability.</li> </ul> | <p><b>MVP Checkpoints:</b></p> <ul style="list-style-type: none"> <li>● <b>Midway</b> - Check in with your <a href="#">MVP Regional Coordinator</a> once you have completed the <a href="#">Engagement Plan</a>, before getting started on your engagement activities.</li> <li>● <b>Upon completion</b>- Email your completed <a href="#">Social Resilience Roadmap</a> (Part B) to your <a href="#">MVP Regional Coordinator</a> before moving on to step five.</li> </ul> |
| <p><b>Step 5: Resetting Resilience Priorities</b><br/>Two to three months (March - May of Year 1)</p>   |  |
| <p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>● Use the <a href="#">Resilience Priorities Guide</a> to review and update your resilience priorities based on wider community input about factors that influence vulnerability and resilience for people in your community.</li> <li>● Vet the updated priorities with community members, and specifically people who will be most impacted by climate change, to create shared understanding, transparency, and accountability around community resilience priorities.</li> </ul>   | <p><b>MVP Checkpoints:</b></p> <ul style="list-style-type: none"> <li>● <b>Upon completion</b>- Email your completed <a href="#">Resilience Priorities Guide</a> to your <a href="#">MVP Regional Coordinator</a> before moving on to step six.</li> </ul>   |
| <p><b>Phase 3: Implementing a Seed Project</b></p>  |  |
| <p><b>Step 6: Selecting a Seed Project</b><br/>Two months (May- June of Year 1)</p>   |  |
| <p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>● Use the <a href="#">Seed Project Plan</a> to collaborate on the development of a project that will jump-start or advance the updated community resilience priorities.</li> <li>● Vet the project with community members, to ensure that people who will be most impacted by climate change inform decisions related to the project.</li> </ul>  | <p><b>MVP Checkpoints:</b></p> <ul style="list-style-type: none"> <li>● <b>Upon completion</b>- Email your completed <a href="#">Seed Project Plan</a> (Part A) to your <a href="#">MVP Regional Coordinator</a> by June 15. Submitting Part A will unlock funding for Seed Project implementation.</li> </ul>   |
| <p><b>Step 7: Seed Project Implementation Plan</b><br/>One to two months (July – August of Year 2)</p>  |  |

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| <p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>● Use the <a href="#">Seed Project Plan</a> to collaborate on the development of an implementation plan for your Seed Project that will help translate the idea into action.</li> <li>● Coordinate with a Seed Project advisor to help develop the plan</li> </ul> | <p><b>MVP Checkpoints:</b></p> <ul style="list-style-type: none"> <li>● <b>Upon completion-</b> Email your completed <a href="#">Seed Project Plan</a> (Part B) to your <a href="#">MVP Regional Coordinator</a> before moving on to Step 8.</li> </ul>   |
| <p><b>Step 8: Implementing the Seed Project</b><br/> <b>To be led by an implementation vendor which may differ from the primary vendor-community is in charge of procuring and contracting with this vendor prior to this step</b><br/> <b>Nine to ten months (September - June of Year 2)</b></p>                               |   |
| <p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>● Implement a Seed Project that will set the groundwork for future Action Grants and/or contribute to building community resilience in your community or region.</li> </ul>  | <p><b>MVP Checkpoints:</b></p> <ul style="list-style-type: none"> <li>● <b>Midway-</b> Halfway through the implementation of your Seed Project, email or set up a call with your <a href="#">MVP Regional Coordinator</a> to provide a progress update.</li> </ul>  |
| <p><b>Step 9: Reflecting, Adjusting, and Next Steps</b><br/> <b>Less than one month (June of Year 2)</b></p>   |   |
| <p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>● Use the <a href="#">Reflection Roadmap</a> to reflect on the process in order to evolve and improve it for future resilience building efforts.</li> </ul>  | <p><b>MVP Checkpoints:</b></p> <ul style="list-style-type: none"> <li>● <b>Upon completion-</b> Submit the <a href="#">MVP 2.0 Final Submission Form</a> to the MVP Program, including deliverables, photos, and invoices showing all grant funds were spent to close out the MVP 2.0 project.</li> </ul> |

The grantee also agrees to provide feedback, including participating in approximately 2-4 meetings as requested by EEA in relation to the pilot round, so that the program can be improved before its formal roll out after the pilot round.

Reporting and Final Deliverables:

To close out the MVP 2.0 process, the community is required to provide EEA with the following materials. These materials will be submitted as attachments to the [MVP 2.0 Final Submission Form](#).

- Completed MVP Checkpoints listed under each step above
- Completed materials:
  - Discussion Guide for the Climate Resilience Video Modules (will be available on [MVP 2.0 website](#))
  - [Engagement Plan](#)
  - [Social Resilience Roadmap](#) (Parts A + B)
  - [Resilience Priorities Guide](#)
  - [Seed Project Plan](#) (Parts A + B)
  - [Reflection Roadmap](#)

- [Final Submission Form](#)
- Close-out materials:
  - Final invoice(s) demonstrating all grant funding was spent according to the contract scope of work. (If multiple invoices, please compile into one PDF.)
  - Final deliverables from the Seed Project. (If multiple or too big to upload, please email to your MVP Regional Coordinator.)
  - Slide(s) with photos or images from the process and/or your Seed Project. (We may share these publicly so please only upload photos or images with any necessary permissions to share secured.)

Failure to produce the required deliverables and documentation of spent funds by the contract end date will result in a return of the money to the state by fiscal year end.

Any changes to the scope or deliverables must be approved in writing by the MVP Regional Coordinator or MVP staff.

Grantee/Municipal Staff Commitment:

The grantee/community must provide sufficient staff time to assure completion of this grant. The time commitment for the project manager and municipal members of the Core Team is estimated at roughly 90 hours and 60 hours, respectively, from October 2023 - August 2024, with the following ten months to be determined based on the project selected by the Core Team. The grantee does not need to track or report on this time provided that the following tasks are completed. Staff time will include the following activities:

- Complete a contract with the Commonwealth and maintain all necessary reporting;
- Procure a primary vendor based on the provided vendor qualifications;
- Complete Part A of the Social Resilience Roadmap to identify perspectives and lived experience within your community that will be important to include in your Core Team (Step 1);
- Recruit a Core Team, with at least half the members being community liaisons with strong connections to EJ and other priority populations in the community (Step 2);
- Participate in the Core Team training (Step 3);
- Work with community liaisons on your Core Team to lead inclusive and equitable community outreach and engagement activities to gather insight on sources of vulnerability and resilience in the community and complete Part B of the Social Resilience Roadmap (step 4);
- Participate in discussions with your Core Team to revisit and update your community resilience priorities; vet the updated priorities with the community (Step 5);
- Participate in discussions with your Core Team to identify a Seed Project idea; vet the Seed Project idea with the community (Step 6);
- Participate in discussions with your Core Team to develop a Seed Project Implementation Plan; identify a subject matter advisor(s) to support this process (Step 7);
- Identify an implementation vendor to lead or support the implementation of the Seed Project; work with the implementation vendor and community stakeholders to implement the Seed Project (Step 8);
- Reflect on the MVP 2.0 process, and submit the MVP 2.0 Final Submission form with all associated deliverables to the MVP team (Step 9).

Materials:

All materials, software, maps, reports, and other products produced through the grant program shall be considered in the public domain and thus available at the cost of production. All materials created through this opportunity and as a result of this award should credit the Executive Office of Energy and Environmental Affairs Municipal Vulnerability Preparedness (MVP) program.

Other Terms:

Receipt of MVP funding shall not be considered state approval of the project for any necessary state, federal, or local permits, nor provide any indication of the project's competitiveness for future funding phases.

GRANTEE: TOWN OF MONTAGUE

**ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES**

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

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

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

| <b>Contract Expenditures</b>   | <b>Unit Rate</b><br>(per unit, hour,<br>day) | <b>Number of</b><br><b>Units</b> | <b>Other Fees or</b><br><b>Charges</b><br>(specify) | <b>TOTAL</b> |
|--|--|----------------------------------|---|--------------|
| To be distributed July 2023: State FY24  |  |                                  |   | \$45,000     |
| To be distributed July 2024 (or upon<br>completion of Step 6 in Att. A): State<br>FY25 |  |                                  |   | \$50,000     |
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|---------------------------|--------------------------|
| <b>MAXIMUM OBLIGATION</b> | <b>Total \$95,000.00</b> |
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Attachment B is subject to any restrictions or additional provisions outlined in Attachment A

Additional Terms:

- Funding awarded as a result of this contract must be placed in a non-interest-bearing account.
- Failure to produce the required deliverables and documentation of spent funds by the contract end date will result in a return of the money to the state by fiscal year end.
- Requests for extensions or amendments to this contract are at the sole discretion of EEA and must be requested at least one month in advance of the contract end date.
- Please refer to the request for responses ENV 24 MVP 02 for additional requirements.