



**The Commonwealth of Massachusetts  
Executive Office of Public Safety & Security**

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**CHARLES D. BAKER**  
Governor

**KARYN E. POLITO**  
Lt. Governor

**THOMAS A. TURCO, III**  
Secretary

June 17, 2021

John Mangiaratti, Town Manager  
Town of Acton  
472 Main Street  
Acton, Massachusetts 01702

**RE: Fiscal Year 2022 State 911 Department Regional Public Safety Answering Point and Regional Secondary Public Safety Answering Point and Regional Emergency Communications Center Development Grant**

Dear Mr. Mangiaratti:

Thank you very much for applying to participate in the Fiscal Year 2022 State 911 Department Regional Public Safety Answering Point and Regional Secondary Public Safety Answering Point and Regional Emergency Communications Center Development Grant ("Development Grant") Program.

Funding for the Development Grant Program is competitive and is awarded on the basis of grant guidelines that are set forth in the Development Grant application package.

The Executive Office of Public Safety and Security and the State 911 Department ("Department") are very pleased to inform you that the Town of Acton has been awarded a grant in the amount of \$900,000 for the Acton Police Department's Regional Emergency Communications Center for: project management (\$75,000); transition expenses for the Director's salary (\$108,750); and equipment (\$716,250), specifically for Evans consoles, CAD/RMS and radio consoles. No funding is awarded for maintenance.

Please note that the use of all grant funding shall be consistent with the Development Grant Guidelines, shall be associated with the provision of enhanced 911 service, and shall be approved by the Department.

A copy of the executed contract is attached for your reference. Please note that the contract start date is July 1, 2021 and will run through June 30, 2022. The request for payment/disbursement forms, along with the required quarterly reporting forms, are available on our website at [www.mass.gov/e911](http://www.mass.gov/e911). For any questions related to this process, please contact Michelle Hallahan, Fiscal Specialist, at (508) 821-7216.

You will be contacted shortly to attend a kick-off meeting that will address Development Grant funding, processes, and requirements.

If you have any questions regarding this award, please contact State 911 Department Executive Director Frank Pozniak or State 911 Department Finance Director Karen Robitaille at (508) 828-2911.

Congratulations and thank you very much for your continued efforts in finding creative ways to most effectively improve public safety within the Commonwealth.

Sincerely,



Thomas A. Turco III, Secretary  
Executive Office of Public Safety and Security



Frank Pozniak, Executive Director  
State 911 Department

**FISCAL YEAR 2022 STATE 911 DEPARTMENT REGIONAL PSAP AND REGIONAL SECONDARY PSAP AND RECC DEVELOPMENT GRANT**

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

<b>CONTRACTOR LEGAL NAME:</b> Town of Acton (and d/b/a): <u>Acton Police Department</u>		<b>COMMONWEALTH DEPARTMENT NAME:</b> State 911 Department MMARS Department Code: <u>EPS</u>	
<b>Legal Address:</b> (W-9, W-4): 472 Main Street Acton, MA 01720		<b>Business Mailing Address:</b> 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
<b>Contract Manager:</b> Richard Burrows	<b>Phone:</b> 978-929-7512	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> <u>rburrows@actonma.gov</u>	<b>Fax:</b> 978-929-7350	<b>Contract Manager:</b> Cindy Reynolds	<b>Phone:</b> 508-821-7299
<b>Contractor Vendor Code:</b> VC <u>6000191689</u>		<b>E-Mail:</b> 911DeptGrants@mass.gov	<b>Fax:</b> 508-947-1452
<b>Vendor Code Address ID (e.g., "AD001"):</b> <u>AD001</u> (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CT EPS RDEV <u>FY2022RDEVPSAPACTONC</u>	
<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> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <u>815 CMR 2.00</u> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <b>Prior</b> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <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"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>			
<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 <u>815 CMR 9.00</u> . <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.) <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). \$ <u>900,000 -</u>			
<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 ___ statutory/legal or Ready Payments ( <u>M.G.L. c. 29, § 23A</u> ); ___ 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.) <b>Contract is to support regionalization efforts to maximize effective emergency 911 and dispatch services as well as regional interoperability in compliance with the State 911 Department FY 2022 Regional PSAP and Regional Secondary Public Safety Answering Point and Regional Emergency Communication Center Development Grant and the awarded proposal attached hereto.</b>			
<b>ANTICIPATED START DATE:</b> (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 <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of <u>July, 2021</u> , 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. ___ 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, 2022</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 "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <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.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>[Signature]</u> Date: <u>3/3/2021</u> (Signature and Date Must Be Handwritten At Time of Signature)		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>[Signature]</u> Date: <u>6/17/21</u> (Signature and Date Must Be Handwritten At Time of Signature)	
<b>Print Name:</b> John Mangiaratti <b>Print Title:</b> Town Manager		<b>Print Name:</b> Frank Poznaniak <b>Print Title:</b> Executive Director	