

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS

SUPERIOR COURT
C.A. NO.

CARLOS RAFAEL, Individually and as the)
owner of Athena Fishing Corp. (F/V ATHENA);)
B & D Fishing Corp. (F/V BULLDOG); Brava)
Fishing Corp. (F/V MY WAY); C & D Fishing)
Corp. (F/V GREEN ACRES); C & V Fishing Corp.)
(F/V ILHA DO CORVO); Lady Patricia, Inc. (F/V)
LADY PATRICIA); Noah, LLC (F/V DESTINY);)
R & P Fishing Corp. (F/V COWBOY); Sasha Lee,)
Inc. (F/V SASHA LEE); Vila Fishing Corp. (F/V)
VILA NOVO DO CORVO, I))

Plaintiff)

v.)

COMPLAINT

COMMONWEALTH OF MASSACHUSETTS)
DIVISION OF MARINE FISHERIES, and)
PAUL DIADOTI, Individually and in his capacity)
as the Director of the COMMONWEALTH OF)
MASSACHUSETTS DIVISION OF MARINE)
FISHERIES)

Defendants)

Parties

1. The Plaintiff Carlos Rafael (“Mr. Rafael”) is an individual who resides at 77 Tucker Lane, North Dartmouth, Massachusetts 02747. Mr. Rafael is the owner of ten corporations, each of which is engaged in the commercial fishing industry. The names of the corporations and their respective fishing vessels are: Athena Fishing Corp. (F/V ATHENA); B & D Fishing Corp. (F/V BULLDOG); Brava Fishing Corp. (F/V MY WAY); C & D Fishing Corp. (F/V GREEN ACRES); C & V Fishing Corp. (F/V ILHA DO CORVO); Lady Patricia, Inc. (F/V

LADY PATRICIA); Noah, LLC (F/V DESTINY); R & P Fishing Corp. (F/V COWBOY); Sasha Lee, Inc. (F/V SASHA LEE); AND Vila Fishing Corp. (F/V VILA NOVO DO CORVO, I).

2. The Defendant Commonwealth of Massachusetts Division of Marine Fisheries (“DMF”) is the Massachusetts State Agency, working within the Executive Office of Energy and Environmental Affairs, which is responsible for the development and implementation of the Commonwealth’s laws governing commercial fishing activity. DMF has offices at 251 Causeway Street, Suite 400 in Boston, Massachusetts.

3. The Defendant Paul J. Diodati (“Mr. Diodati”) is the Director of the Division of Marine Fisheries (“DMF”). Mr. Diodati has a business address of 251 Causeway Street, Suite 400 in Boston, Massachusetts and a residential address in Andover, Massachusetts.

Background Facts

4. The Plaintiff Mr. Rafael was born on the island of Corvo in the Azorean Islands. In the 1960’s, at the age of fourteen, Mr. Rafael immigrated to the United States – settling with his family in New Bedford, Massachusetts. To assist his parents, Mr. Rafael passed on the opportunity of a formal education. Instead, he commenced his informal education, working in a seafood processing plant on the New Bedford Waterfront.

5. For the next forty-plus years, Mr. Rafael has worked seven days per week on the New Bedford Waterfront learning the ins-and-outs of the ever changing seafood industry.

During this period, Mr. Rafael experienced the great successes and the horrible failures associated with entrepreneurship in general and the fishing industry in particular. During this period, Mr. Rafael has had very successful years and, at other times, Mr. Rafael has been on the verge of bankruptcy.

6. The two constants during Mr. Rafael's forty year career in the fishing industry are that: (a) he has worked extremely hard; and (b) he has re-invested virtually all of his income back into the fishing industry acquiring a processing plant, a warehouse and a number of fishing vessels and permits – including the ten vessels and permits involved in this case. These investments by Mr. Rafael have resulted in the creation and/or maintenance of scores of jobs on the New Bedford Waterfront.

7. For the last several years, Mr. Rafael's investments in the commercial fishing vessels that are the subject of this litigation – draggers (commercial fishing vessels trying to catch groundfish) – have not proven fruitful. In fact, like all other boat owners and fishermen involved in the groundfish industry, Mr. Rafael has struggled mightily – investing money from other businesses – to keep these boats actively fishing and to keep crews employed.

Federal Aid Program

8. In early 2014, to address the financial crisis facing the commercial fishing industry, the United States Congress passed an appropriations bill which granted Seventy Five Million (\$75,000,000) Dollars in fishery disaster aid to be distributed across the country by the

Department of Commerce. (Exhibit 1 – Congressional Record)

9. After this disaster relief was appropriated, the Department of Commerce – through the National Marine Fisheries Service (NMFS) and the National Oceanic and Atmospheric Administration – determined that Thirty Two Million Eight Hundred Forty Seven Thousand Nine Hundred Fifty Five (\$32,847,955) Dollars would be directed to provide relief to individuals and corporations involved in the Northeast Multispecies (Groundfish) Fishery during the 2013 fishing year. (Exhibit 2 – NOAA - February 26, 2014 Announcement)

10. Before any of these funds could be distributed, the Northeastern Regional Office of the National Marine Fisheries Service was tasked with developing a plan to distribute the relief money. The office sought input from industry leaders, fishermen, boat owners, and interested parties from: Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut, and New York, regarding the proper distribution of the funds.

11. Ultimately, on May 28, 2014, NOAA publicly announced its decision:

In the consensus framework for the groundfish fishery, the six states would apportion available moneys between three themes (roughly \$11 million in each): one-third to be used for direct assistance, one-third to be split among the states and used at their discretion, and one-third to be used in developing a federally funded buyout or industry-funded buyback.

(Exhibit 3 – NOAA – May 28, 2014 Announcement)

12. According to the announcement, NOAA clearly stated its intent that the first one-third of the money is to be divided equally among all permit holders:

Direct Assistance: Using an industry recommended allocation, direct assistance will be distributed equally to 336 holders of permits in the Northeast multispecies fishery who landed at least 5,000 pounds of groundfish in any one of the past four years (2010-2013). Qualified permit holders from each of the affected states would each receive a check for \$32,463. (emphasis added)

(Exhibit 3 – NOAA – May 28, 2014 Announcement)

13. Later in the same public announcement, NOAA deferred to the states in deciding the manner in which the states would distribute the second one-third of the funds:

State-Specific Grants: States will split a second third of the total available monies based upon an agreed-to formula that considers groundfish revenue losses affecting each state in recent years, with a slight adjustment to ensure that no state receives less than \$250,000. Subject to NOAA approval, of spend plans, states will have some flexibility to determine the most appropriate way to address the unique and varied needs of their fishing communities.

14. At or about the same time, the NOAA Fisheries Greater Atlantic Fisheries Office released a chart delineating the manner in which the relief funds were to be distributed among the six states sharing in the disaster money. The chart clearly shows that – pursuant to NOAA’s determination – of the first one-third of the disaster relief (Direct Assistance) Massachusetts would receive a total of Six Million Two Hundred Ninety Seven Thousand Eight Hundred Fourteen (\$6,297,814) determined by multiplying the Thirty Two Thousand Four Hundred Sixty Three (\$32,463) Dollars in aid set by NOAA by the 194 federal groundfish permits held by individuals and/or corporations conducting business in the Commonwealth of Massachusetts.

(Exhibit 4 – NOAA Consensus Plan Chart)

15. On August 4, 2014, the Department of Commerce through the Northeast Regional Offices of NOAA and NMFS sent letters to all of the individuals and corporations entitled to receive their portion of the first one-third of the disaster relief funds. In so doing, the Department of Commerce sent letters to any holder of a Limited Access Northeast Multispecies Permit who had landed at least 5,000 pounds of regulated species in any one year between 2010 and 2013.

16. After these notices were sent out by NOAA and NMFS, one knowledgeable legal advocate (Attorney Paul Muniz) emailed NOAA and asked about the arbitrary nature of sending pre-qualification letters to individuals who owned permit banks – but who (unlike Mr. Rafael) never owned boats and simply held permits and leased their fishing rights. In response to inquiry from Attorney Muniz, NOAA staff explained that the first one-third was awarded based strictly upon permit ownership and the fishing history and:

not on the current status of such permit holders or their financial needs. We believe that this criteria actually results in avoiding the arbitrariness of judging each current permit holder's status, needs and financial stability. (Emphasis Added)

(Exhibit 5 – August 20, 2014 Email by Allison Ferreira – NOAA)

17. Ten of the corporations / boats owned by the Plaintiff: Athena Fishing Corp. (F/V ATHENA); B & D Fishing Corp. (F/V BULLDOG); Brava Fishing Corp. (F/V MY WAY); C & D Fishing Corp. (F/V GREEN ACRES); C & V Fishing Corp. (F/V ILHA DO CORVO); Lady Patricia, Inc. (F/V LADY PATRICIA); Noah, LLC (F/V DESTINY); R & P Fishing Corp. (F/V COWBOY); Sasha Lee, Inc. (F/V SASHA LEE); AND Vila Fishing Corp. (F/V VILA NOVO

DO CORVO, I) owned the permits and had the requisite landings. These corporations received the August 4, 2014 notices of their pre-qualification for the disaster relief. (Exhibit 6 – August 4, 2014 – Letters from NOAA - NMFS)

18. After receiving these letters / notices, Mr. Rafael followed the instructions – completing and filing relief applications for each of the ten corporations / boats. (Exhibit 7 – Relief Applications)

State Action

19. Beginning in September and continuing into October, a number of Massachusetts residents who were holders of Limited Access Northeast Multispecies Permits received their federal relief checks in the amounts promised by NOAA (\$32,500) sometime in late September or early October. During this period, Mr. Rafael did not receive a check for any of his ten corporations.

20. On October 10, 2014, the Massachusetts Division of Marine Fisheries prepared letters to send to the ten corporations at issue in this litigation; to eight corporations that are co-owned by Mr. Rafael and his wife; and to one corporation that is co-owned by Mr. Rafael and his long-time friend Joao Camara. These letters explained that – unlike all of the other 317 permit holders in the Northeast, unlike the other 175 permit holders from Massachusetts, and contrary to the private emails, public statements and the clear directives issued of the Department of Commerce, NOAA and NMFS, the Commonwealth of Massachusetts Division of Marine Fisheries through its Director Paul Diodati had unilaterally – and behind closed doors – decided

to reduce the relief paid to any corporation in which Mr. Rafael had a financial interest. The letters explained that any corporation in which Mr. Rafael had an interest would receive a reduced award of \$18,642 because Mr. Diodati believed that the relief award should be capped. (Exhibit 8 – October 10, 2014 Letters from DMF)

21. The above referenced October 10th letters from the DMF included revised applications stating that the owner had to sign and file applications for the reduced amount, with language stating that the applicant agreed that the “Maximum Obligation” owed by the DMF for relief to these corporations would be the reduced amount of \$18,642. (Exhibit 9 – Revised and Reduced Applications)

22. The arbitrary “cap” imposed by DMF singled out Mr. Rafael for disparate and adverse treatment. It was implemented by DMF after Mr. Diodati had negotiated with five other states and the Department of Commerce regarding the proper formula for dividing the relief money among the states and the interested parties. In the Spring, Mr. Diodati and representatives from each of the other states had reached “consensus” – agreeing that all federal permit holders – across state lines – would be treated equally. Thereafter, Mr. Diodati used this “consensus” to maximize the financial award to Massachusetts by demanding the full \$32,463 for all of the permits held by Massachusetts residents – including the permits owned or co-owned by Mr. Rafael. After applying for and receiving these funds from the federal government, Mr. Diodati made the decision – behind closed doors – to withhold a significant portion of the funds that were intended for Mr. Rafael. Presumably, Mr. Diodati intends to re-direct these funds into the second one-third of the relief money – that portion of the disaster relief funds which the Department of Commerce has empowered the states to distribute in their discretion.

Count One – Certiorari - M.G.L. c. 249, s. 4

23. Plaintiff incorporates Paragraphs 1 through 22 as if fully restated herein.

24. DMF is a governmental agency. While it was serving as the reviewer of the disaster relief applications filed by individual federal permit holders from the Commonwealth of Massachusetts, DMF was functioning in a judicial or quasi-judicial capacity.

25. By singling out Mr. Rafael and by deciding to reduce the disaster relief to the corporations that Mr. Rafael owned or co-owned, DMF acted arbitrarily and capriciously causing specific and significant harm to Mr. Rafael and the ten corporations involved in this litigation.

26. There is no specific statutory scheme granting Mr. Rafael an absolute right to the judicial review of DMF's decision to re-direct more than Three Hundred Twenty Five Thousand (\$325,000) away from deserving and struggling corporations that he owns.

Count Two - Declaratory Judgment – M.G.L. c. 231A

27. Plaintiff incorporates Paragraphs 1 through 26 as if fully restated herein.

28. The Defendants singled out Mr. Rafael and decided to reduce the disaster relief paid to the corporations that Mr. Rafael owned or co-owned. The Defendants contend that they had the legal right to unilaterally decide which permit holders should receive specific amounts of disaster relief from the first one-third of the relief funds.

29. Mr. Rafael disagrees. He contends that the Defendants decision was beyond the scope of their authority and that it was arbitrary and capricious because it was inconsistent with: (a) the private statements by NOAA, (b) the public statements by NOAA, and (c) clear directives issued by the Department of Commerce, NOAA and NMFS – regarding the proper disbursement of the first one-third of the disaster relief funds – in *equal shares* to all boat owners.

30. There is a real and actual controversy between the parties regarding the distribution of the available disaster relief funds. This court has the jurisdiction to review the facts and issue an order directing the parties conduct.

Count Three – Federal Civil Rights Violation – U.S.C. c. 1983

31. Plaintiff incorporates Paragraphs 1 through 30 as if fully restated herein.

32. Mr. Rafael's corporations were pre-qualified by the Department of Commerce, NOAA and NMFS as permit holders legally entitled to share equally in the first one-third of the disaster relief funds made available to the Northeast Groundfish Industry.

33. Although the eligibility of each of these corporations was confirmed, the Defendants unilaterally decided to treat Mr. Rafael differently and less favorably than all of the other permit holders from Massachusetts and the permit holders from all five other states involved in the Northeast Groundfish Industry by offering Mr. Rafael's corporations

approximately Fifty Seven (57%) Percent of the relief funds offered to all other permit holders.

34. When discriminating against Mr. Rafael, the Defendants acted under the color of state law by reducing the disaster relief that was to be paid to the corporations that Mr. Rafael owned or co-owned.

Count Four – Resulting Trust

35. Plaintiff incorporates Paragraphs 1 through 34 as if fully restated herein.

36. Mr. Rafael's corporations were pre-qualified by the Department of Commerce, NOAA and NMFS as permit holders entitled to share equally in the first one-third of the disaster relief funds made available to the Northeast Groundfish Industry.

37. Upon information and belief, the Defendants file an application with the Department of Commerce requesting that the Commonwealth of Massachusetts receive Thirty Two Thousand Four Hundred Sixty Three (\$34,263) Dollars for each of the 194 Limited Access Northeast Multispecies (Groundfish) Permits owned by individuals and corporations based in the Commonwealth of Massachusetts. The Defendants' application included a request for the money that was due to be paid to each of the ten corporations owned by Mr. Rafael.

38. Upon information and belief, the Department of Commerce delivered all of the requested funds – including the money that was intended for Mr. Rafael's corporations – to the Defendants. Those funds were delivered to the Defendants in trust for the 194 permit holders

(including Mr. Rafael's corporations) that had been identified and recognized by the Department of Commerce as deserving their equal share of the first one-third of the disaster relief funds.

39. In violation of that trust obligation, the Defendants have indicated that they will not deliver the promised trust funds to Mr. Rafael's corporations. This decision is a direct violation of the Defendant obligation as the trustee of these funds received from the Department of Commerce.

Count Five – Intentional Interference with Advantageous Relations

40. Plaintiff incorporates Paragraphs 1 through 39 as if fully restated herein.

41. Mr. Rafael's corporations had a beneficial relationship with the Department of Commerce, NOAA and NMFS as pre-qualified permit holders entitled to share equally in the first one-third of the disaster relief funds made available to the Northeast Groundfish Industry.

42. The Defendants intentionally interfered with this advantageous relationship by unilaterally reducing the amount of the disaster relief payable to Mr. Rafael's corporations.

Wherefore, Plaintiff hereby requests the following relief:

1. A preliminary order that all of the funds intended for the benefit of Mr. Rafael's corporations be held in trust until the conclusion of this litigation;
2. A final order declaring that the Defendants acted arbitrarily and capriciously by re-directing the federal disaster relief away from Mr. Rafael's corporations;
3. A final order requiring the Defendants to deliver a full equal share of the disaster relief to each of the corporations owned by Mr. Rafael.
4. A final order declaring that the Defendants violated Mr. Rafael's constitutional rights under the United States Constitution in violation of U.S.C. Section 1983.
5. Award Mr. Rafael punitive damages and his attorneys in accordance with his statutory rights.
6. Award prejudgment interest, post judgment interest, costs.
7. Award other such relief as this Honorable Court deems just.

THE PLAINTIFF DEMANDS A TRIAL BY JURY TO THE FULLEST EXTENT
PROVIDED BY LAW.

The Plaintiff – Carlos Rafael
By His Attorney

JOHN A. MARKEY, JR., ESQUIRE
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(508) 993-9711
BBO # 633540

December 8, 2014

EXHIBIT 1

Service to pay for costs associated with servicing single family housing loans guaranteed by the Rural Housing Service and such funds shall remain available until expended.

SEC. 739. In addition to amounts otherwise made available by this Act and notwithstanding the last sentence of 16 U.S.C. 1310, there is appropriated \$4,000,000, to remain available until expended, to implement non-renewable agreements on eligible lands, including flooded agricultural lands, as determined by the Secretary, under the Water Bank Act (16 U.S.C. 1301–1311).

SEC. 740. (a) DESIGNATION.—The Federal building located at 64 Nowelo Street, Hilo, Hawaii, shall be known and designated as the "Daniel K. Inouye United States Pacific Basin Agricultural Research Center".

(b) REFERENCES.—Any reference in a law, map, regulation, document, paper, or other record of the United States to the Federal building referred to in subsection (a) shall be deemed to be a reference to the "Daniel K. Inouye United States Pacific Basin Agricultural Research Center".

SEC. 741. Of the unobligated balances provided pursuant to section 9003(h)(1) of the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8103(h)(1)), \$40,694,000 are hereby rescinded.

SEC. 742. For loans and loan guarantees that do not require budget authority and the program level has been established in this Act, the Secretary of Agriculture may increase the program level for such loans and loan guarantees by not more than 25 percent: *Provided*, That prior to the Secretary implementing such an increase, the Secretary notifies, in writing, the Committees on Appropriations of both Houses of Congress at least 15 days in advance.

SEC. 743. (a)(1) There is hereby appropriated \$1,000,000 to conduct an assessment of the existing (as of the date of the enactment of this Act) and prospective scope of domestic hunger and food insecurity in accordance with this section.

(2) The Secretary of Agriculture shall select, through a competitive process, and enter into an agreement with an independent, private-sector entity that is an organization described in section 501(c)(3) of the Internal Revenue Code of 1986 and exempt from tax under section 501(a) of such Code, that has recognized credentials and expertise in domestic hunger affairs to—

(A) conduct the assessment required under subsection (a); and

(B) provide technical expertise to the National Commission on Hunger established under subsection (b).

(3) Not later than 180 days after the date of the enactment of this Act, the entity selected in accordance with paragraph (2) shall submit to the President and Congress and make publicly available a report containing the assessment required under this subsection and any policy recommendations that such entity considers appropriate.

(b)(1) There is established a commission to be known as the "National Commission on Hunger" (in this section referred to as the "Commission").

(2) The Commission shall—

(A) provide policy recommendations to Congress and the Secretary to more effectively use existing (as of the date of the enactment of this Act) programs and funds of the Department of Agriculture to combat domestic hunger and food insecurity; and

(B) develop innovative recommendations to encourage public-private partnerships, faith-based sector engagement, and community initiatives to reduce the need for government nutrition assistance programs, while protecting the safety net for the most vulnerable members of society.

(3) The Commission shall be composed of 10 members, of whom—

(A) 3 members shall be appointed by the Speaker of the House of Representatives;

(B) 2 members shall be appointed by the minority leader of the House of Representatives;

(C) 3 members shall be appointed by the majority leader of the Senate; and

(D) 2 members shall be appointed by the minority leader of the Senate.

SEC. 744. None of the funds made available by this or any other Act may be used to write, prepare, or publish a final rule or an interim final rule in furtherance of, or otherwise to implement, "Implementation of Regulations Required Under Title XI, of the Food, Conservation and Energy Act of 2008; Conduct in Violation of the Act" (75 Fed. Reg. 35338 (June 22, 2010)) unless the combined annual cost to the economy of such rules does not exceed \$100,000,000: *Provided*, That none of the funds made available by this or any other Act may be used to publish a final or interim final rule in furtherance of, or to otherwise implement, proposed sections 201.2(1), 201.2(t), 201.2(u), 201.3(c), 201.210, 201.211, 201.213, or 201.214 of "Implementation of Regulations Required Under Title XI of the Food, Conservation and Energy Act of 2008; Conduct in Violation of the Act" (75 Fed. Reg. 35338 (June 22, 2010)).

SEC. 745. None of the funds made available in this Act may be used to pay the salaries or expenses of personnel to—

(1) inspect horses under section 3 of the Federal Meat Inspection Act (21 U.S.C. 603);

(2) inspect horses under section 903 of the Federal Agriculture Improvement and Reform Act of 1996 (7 U.S.C. 1901 note; Public Law 104-127); or

(3) implement or enforce section 352.19 of title 9, Code of Federal Regulations.

SEC. 746. The Secretary shall set aside for Rural Economic Area Partnership (REAP) Zones an amount of funds made available in title III under the headings of Rural Housing Insurance Fund Program Account, Mutual and Self-Help Housing Grants, Rural Housing Assistance Grants, Rural Community Facilities Program Account, Rural Business Program Account, Rural Development Loan Fund Program Account, and Rural Water and Waste Disposal Program Account equal to the amount obligated for REAP Zones by the Secretary with respect to funds provided under such headings in the most recent fiscal year any such funds were obligated under such headings for REAP Zones and such set-asides shall remain in effect until August 15, 2014.

SEC. 747. Fees deposited under the heading "Department of Health and Human Services—Food and Drug Administration—Salaries and Expenses" in fiscal year 2013 and sequestered pursuant to section 251A of the Balanced Budget and Emergency Deficit Control Act, as amended (2 U.S.C. 901a) shall be available until expended for the same purpose for which those funds were originally appropriated.

SEC. 748. For an additional amount for "Animal and Plant Health Inspection Service, Salaries and Expenses", \$20,000,000, to remain available until September 30, 2015, for one-time control and management and associated activities directly related to the multiple-agency response to citrus greening.

SEC. 749. None of the credit card refunds or rebates transferred to the Working Capital Fund pursuant to section 729 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2002 (7 U.S.C. 2235a; Public Law 107-76) shall be available for obligation without written notification to, and the prior approval of, the Committees on Appropriations of both Houses of Congress: *Provided*, That the refunds or rebates so transferred shall be available for obligation only

for the acquisition of plant and capital equipment necessary for the delivery of financial, administrative, and information technology services of primary benefit to the agencies of the Department of Agriculture.

SEC. 750. (a) Section 1240B(a) of the Food Security Act of 1985 (16 U.S.C. 3839aa-2(a)) is amended by striking "2014" and inserting "2015".

(b) Section 1241(a) of the Food Security Act of 1985 (16 U.S.C. 3841(a)) is amended—

(1) in the matter preceding paragraph (1), by striking "(6), and (7)," and inserting "and (7) and each of fiscal years 2014 and 2015 in the case of the program specified in paragraph (6)."; and

(2) in paragraph (6)—

(A) in subparagraph (D), by striking "and" after the semicolon at the end;

(B) in subparagraph (E), by striking the period at the end and inserting "; and"; and

(C) by adding at the end the following:

"(F) \$1,622,000,000 in fiscal year 2015."

This division may be cited as the "Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2014".

DIVISION B—COMMERCE, JUSTICE, SCIENCE, AND RELATED AGENCIES APPROPRIATIONS ACT, 2014

TITLE I

DEPARTMENT OF COMMERCE

INTERNATIONAL TRADE ADMINISTRATION

OPERATIONS AND ADMINISTRATION

For necessary expenses for international trade activities of the Department of Commerce provided for by law, and for engaging in trade promotional activities abroad, including expenses of grants and cooperative agreements for the purpose of promoting exports of United States firms, without regard to sections 3702 and 3703 of title 44, United States Code; full medical coverage for dependent members of immediate families of employees stationed overseas and employees temporarily posted overseas; travel and transportation of employees of the International Trade Administration between two points abroad, without regard to section 40118 of title 49, United States Code; employment of citizens of the United States and aliens by contract for services; rental of space abroad for periods not exceeding 10 years, and expenses of alteration, repair, or improvement; purchase or construction of temporary demountable exhibition structures for use abroad; payment of tort claims, in the manner authorized in the first paragraph of section 2872 of title 28, United States Code, when such claims arise in foreign countries; not to exceed \$294,300 for official representation expenses abroad; purchase of passenger motor vehicles for official use abroad, not to exceed \$45,000 per vehicle; obtaining insurance on official motor vehicles; and rental of tie lines, \$470,000,000, to remain available until September 30, 2015, of which \$9,439,000 is to be derived from fees to be retained and used by the International Trade Administration, notwithstanding section 3302 of title 31, United States Code: *Provided*, That, of amounts provided under this heading, not less than \$16,400,000 shall be for China antidumping and countervailing duty enforcement and compliance activities: *Provided further*, That the provisions of the first sentence of section 105(f) and all of section 108(c) of the Mutual Educational and Cultural Exchange Act of 1961 (22 U.S.C. 2455(f) and 2458(c)) shall apply in carrying out these activities; and that for the purpose of this Act, contributions under the provisions of the Mutual Educational and Cultural Exchange Act of 1961 shall include payment for assessments for services provided as part of these activities.

BUREAU OF INDUSTRY AND SECURITY
OPERATIONS AND ADMINISTRATION

For necessary expenses for export administration and national security activities of the Department of Commerce, including costs associated with the performance of export administration field activities both domestically and abroad; full medical coverage for dependent members of immediate families of employees stationed overseas; employment of citizens of the United States and aliens by contract for services abroad; payment of tort claims, in the manner authorized in the first paragraph of section 2672 of title 28, United States Code, when such claims arise in foreign countries; not to exceed \$13,500 for official representation expenses abroad; awards of compensation to informers under the Export Administration Act of 1979, and as authorized by section 1(b) of the Act of June 15, 1917 (40 Stat. 223; 22 U.S.C. 401(b)); and purchase of passenger motor vehicles for official use and motor vehicles for law enforcement use with special requirement vehicles eligible for purchase without regard to any price limitation otherwise established by law, \$101,450,000, to remain available until expended: *Provided*, That the provisions of the first sentence of section 105(f) and all of section 108(c) of the Mutual Educational and Cultural Exchange Act of 1961 (22 U.S.C. 2455(f) and 2458(c)) shall apply in carrying out these activities: *Provided further*, That payments and contributions collected and accepted for materials or services provided as part of such activities may be retained for use in covering the cost of such activities, and for providing information to the public with respect to the export administration and national security activities of the Department of Commerce and other export control programs of the United States and other governments.

ECONOMIC DEVELOPMENT ADMINISTRATION
ECONOMIC DEVELOPMENT ASSISTANCE
PROGRAMS

For grants for economic development assistance as provided by the Public Works and Economic Development Act of 1965, for trade adjustment assistance, for the cost of loan guarantees authorized by section 26 of the Stevenson-Wylder Technology Innovation Act of 1980 (15 U.S.C. 3721), and for grants, and for the cost of loan guarantees and grants authorized by section 27 (15 U.S.C. 3722) of such Act, \$209,500,000, to remain available until expended; of which \$5,000,000 shall be for projects to facilitate the relocation, to the United States, of a source of employment located outside the United States; of which \$5,000,000 shall be for loan guarantees under such section 26; and of which \$10,000,000 shall be for loan guarantees and grants under such section 27: *Provided*, That the costs for loan guarantees, including the cost of modifying such loans, shall be as defined in section 502 of the Congressional Budget Act of 1974: *Provided further*, That these funds for loan guarantees under such sections 26 and 27 are available to subsidize total loan principal, any part of which is to be guaranteed, not to exceed \$70,000,000: *Provided further*, That, notwithstanding paragraph (7) of section 27(d) of the Stevenson-Wylder Technology Innovation Act of 1980 (15 U.S.C. 3722(d)(7)), amounts made available in prior appropriations Acts for guaranteeing loans for science park infrastructure under such section shall be available to the Secretary of Commerce to guarantee such loans after September 30, 2013.

SALARIES AND EXPENSES

For necessary expenses of administering the economic development assistance programs as provided for by law, \$37,000,000: *Provided*, That these funds may be used to mon-

itor projects approved pursuant to title I of the Public Works Employment Act of 1976, title II of the Trade Act of 1974, and the Community Emergency Drought Relief Act of 1977.

MINORITY BUSINESS DEVELOPMENT AGENCY
MINORITY BUSINESS DEVELOPMENT

For necessary expenses of the Department of Commerce in fostering, promoting, and developing minority business enterprise, including expenses of grants, contracts, and other agreements with public or private organizations, \$28,000,000.

ECONOMIC AND STATISTICAL ANALYSIS
SALARIES AND EXPENSES

For necessary expenses, as authorized by law, of economic and statistical analysis programs of the Department of Commerce, \$99,000,000, to remain available until September 30, 2015.

BUREAU OF THE CENSUS
SALARIES AND EXPENSES

For necessary expenses for collecting, compiling, analyzing, preparing and publishing statistics, provided for by law, \$252,000,000: *Provided*, That, from amounts provided herein, funds may be used for promotion, outreach, and marketing activities.

PERIODIC CENSUSES AND PROGRAMS

For necessary expenses for collecting, compiling, analyzing, preparing and publishing statistics for periodic censuses and programs provided for by law, \$693,000,000, to remain available until September 30, 2015: *Provided*, That, from amounts provided herein, funds may be used for promotion, outreach, and marketing activities: *Provided further*, That within the amounts appropriated, \$1,000,000 shall be transferred to the "Office of Inspector General" account for activities associated with carrying out investigations and audits related to the Bureau of the Census.

NATIONAL TELECOMMUNICATIONS AND
INFORMATION ADMINISTRATION
SALARIES AND EXPENSES

For necessary expenses, as provided for by law, of the National Telecommunications and Information Administration (NTIA), \$46,000,000, to remain available until September 30, 2015: *Provided*, That, notwithstanding 31 U.S.C. 1535(d), the Secretary of Commerce shall charge Federal agencies for costs incurred in spectrum management, analysis, operations, and related services, and such fees shall be retained and used as offsetting collections for costs of such spectrum services, to remain available until expended: *Provided further*, That the Secretary of Commerce is authorized to retain and use as offsetting collections all funds transferred, or previously transferred, from other Government agencies for all costs incurred in telecommunications research, engineering, and related activities by the Institute for Telecommunication Sciences of NTIA, in furtherance of its assigned functions under this paragraph, and such funds received from other Government agencies shall remain available until expended.

PUBLIC TELECOMMUNICATIONS FACILITIES,
PLANNING AND CONSTRUCTION

For the administration of prior-year grants, recoveries and unobligated balances of funds previously appropriated are available for the administration of all open grants until their expiration.

UNITED STATES PATENT AND TRADEMARK
OFFICE

SALARIES AND EXPENSES
(INCLUDING TRANSFERS OF FUNDS)

For necessary expenses of the United States Patent and Trademark Office (USPTO) provided for by law, including de-

fense of suits instituted against the Under Secretary of Commerce for Intellectual Property and Director of the USPTO, \$3,024,000,000, to remain available until expended: *Provided*, That the sum herein appropriated from the general fund shall be reduced as offsetting collections of fees and surcharges assessed and collected by the USPTO under any law are received during fiscal year 2014, so as to result in a fiscal year 2014 appropriation from the general fund estimated at \$0: *Provided further*, That during fiscal year 2014, should the total amount of such offsetting collections be less than \$3,024,000,000 this amount shall be reduced accordingly: *Provided further*, That any amount received in excess of \$3,024,000,000 in fiscal year 2014 and deposited in the Patent and Trademark Fee Reserve Fund shall remain available until expended: *Provided further*, That the Director of USPTO shall submit a spending plan to the Committees on Appropriations of the House of Representatives and the Senate for any amounts made available by the preceding proviso and such spending plan shall be treated as a reprogramming under section 505 of this Act and shall not be available for obligation or expenditure except in compliance with the procedures set forth in that section: *Provided further*, That any amounts reprogrammed in accordance with the preceding proviso shall be transferred to the United States Patent and Trademark Office Salaries and Expenses account: *Provided further*, That from amounts provided herein, not to exceed \$900 shall be made available in fiscal year 2014 for official reception and representation expenses: *Provided further*, That in fiscal year 2014 from the amounts made available for "Salaries and Expenses" for the USPTO, the amounts necessary to pay (1) the difference between the percentage of basic pay contributed by the USPTO and employees under section 8334(a) of title 5, United States Code, and the normal cost percentage (as defined by section 8331(17) of that title) as provided by the Office of Personnel Management (OPM) for USPTO's specific use, of basic pay, of employees subject to subchapter III of chapter 83 of that title, and (2) the present value of the otherwise unfunded accruing costs, as determined by OPM for USPTO's specific use of post-retirement life insurance and post-retirement health benefits coverage for all USPTO employees who are enrolled in Federal Employees Health Benefits (FEHB) and Federal Employees Group Life Insurance (FGLI), shall be transferred to the Civil Service Retirement and Disability Fund, the FEGLI Fund, and the FEHB Fund, as appropriate, and shall be available for the authorized purposes of those accounts: *Provided further*, That any differences between the present value factors published in OPM's yearly 300 series benefit letters and the factors that OPM provides for USPTO's specific use shall be recognized as an imputed cost on USPTO's financial statements, where applicable: *Provided further*, That, notwithstanding any other provision of law, all fees and surcharges assessed and collected by USPTO are available for USPTO only pursuant to section 42(c) of title 35, United States Code, as amended by section 23 of the Leahy-Smith America Invents Act (Public Law 112-29): *Provided further*, That within the amounts appropriated, \$2,000,000 shall be transferred to the "Office of Inspector General" account for activities associated with carrying out investigations and audits related to the USPTO.

NATIONAL INSTITUTE OF STANDARDS AND
TECHNOLOGY
SCIENTIFIC AND TECHNICAL RESEARCH AND
SERVICES

For necessary expenses of the National Institute of Standards and Technology (NIST),

\$651,000,000, to remain available until expended, of which not to exceed \$9,000,000 may be transferred to the "Working Capital Fund": *Provided*, That not to exceed \$5,000 shall be for official reception and representation expenses: *Provided further*, That NIST may provide local transportation for summer undergraduate research fellowship program participants.

INDUSTRIAL TECHNOLOGY SERVICES

For necessary expenses for industrial technology services, \$143,000,000, to remain available until expended, of which \$128,000,000 shall be for the Hollings Manufacturing Extension Partnership, and of which \$15,000,000 shall be for the Advanced Manufacturing Technology Consortia.

CONSTRUCTION OF RESEARCH FACILITIES

For construction of new research facilities, including architectural and engineering design, and for renovation and maintenance of existing facilities, not otherwise provided for the National Institute of Standards and Technology, as authorized by sections 13 through 15 of the National Institute of Standards and Technology Act (15 U.S.C. 278c-278e), \$56,000,000, to remain available until expended: *Provided*, That the Secretary of Commerce shall include in the budget justification materials that the Secretary submits to Congress in support of the Department of Commerce budget (as submitted with the budget of the President under section 1105(a) of title 31, United States Code) an estimate for each National Institute of Standards and Technology construction project having a total multi-year program cost of more than \$5,000,000 and simultaneously the budget justification materials shall include an estimate of the budgetary requirements for each such project for each of the 5 subsequent fiscal years.

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

OPERATIONS, RESEARCH, AND FACILITIES (INCLUDING TRANSFER OF FUNDS)

For necessary expenses of activities authorized by law for the National Oceanic and Atmospheric Administration, including maintenance, operation, and hire of aircraft and vessels; grants, contracts, or other payments to nonprofit organizations for the purposes of conducting activities pursuant to cooperative agreements; and relocation of facilities, \$3,157,392,000, to remain available until September 30, 2015, except that funds provided for cooperative enforcement shall remain available until September 30, 2016: *Provided*, That fees and donations received by the National Ocean Service for the management of national marine sanctuaries may be retained and used for the salaries and expenses associated with those activities, notwithstanding section 3302 of title 31, United States Code: *Provided further*, That in addition, \$115,000,000 shall be derived by transfer from the fund entitled "Promote and Develop Fishery Products and Research Pertaining to American Fisheries", which shall only be used for fishery activities related to the Saltonstall-Kennedy Grant Program, Cooperative Research, Annual Stock Assessments, Survey and Monitoring Projects, Interjurisdictional Fisheries Grants, and Fish Information Networks: *Provided further*, That of the \$3,287,392,000 provided for in direct obligations under this heading \$3,157,392,000 is appropriated from the general fund, \$115,000,000 is provided by transfer, and \$15,000,000 is derived from recoveries of prior year obligations: *Provided further*, That the total amount available for National Oceanic and Atmospheric Administration corporate services administrative support costs shall not exceed \$217,300,000: *Provided further*, That any deviation from the amounts designated

for specific activities in the explanatory statement described in section 4 (in the matter preceding division A of this consolidated Act), or any use of deobligated balances of funds provided under this heading in previous years, shall be subject to the procedures set forth in section 505 of this Act: *Provided further*, That in addition, for necessary retired pay expenses under the Retired Serviceman's Family Protection and Survivor Benefits Plan, and for payments for the medical care of retired personnel and their dependents under the Dependents Medical Care Act (10 U.S.C. 55), such sums as may be necessary.

PROCUREMENT, ACQUISITION AND CONSTRUCTION

For procurement, acquisition and construction of capital assets, including alteration and modification costs, of the National Oceanic and Atmospheric Administration, \$2,022,864,000, to remain available until September 30, 2016, except that funds provided for construction of facilities shall remain available until expended: *Provided*, That of the \$2,029,864,000 provided for in direct obligations under this heading, \$2,022,864,000 is appropriated from the general fund and \$7,000,000 is provided from recoveries of prior year obligations: *Provided further*, That any deviation from the amounts designated for specific activities in the explanatory statement described in section 4 (in the matter preceding division A of this consolidated Act), or any use of deobligated balances of funds provided under this heading in previous years, shall be subject to the procedures set forth in section 505 of this Act: *Provided further*, That the Secretary of Commerce shall include in budget justification materials that the Secretary submits to Congress in support of the Department of Commerce budget (as submitted with the budget of the President under section 1105(a) of title 31, United States Code) an estimate for each National Oceanic and Atmospheric Administration procurement, acquisition or construction project having a total of more than \$5,000,000 and simultaneously the budget justification shall include an estimate of the budgetary requirements for each such project for each of the 5 subsequent fiscal years: *Provided further*, That, within the amounts appropriated, \$1,000,000 shall be transferred to the "Office of Inspector General" account for activities associated with carrying out investigations and audits related to satellite procurement, acquisition and construction.

PACIFIC COASTAL SALMON RECOVERY

For necessary expenses associated with the restoration of Pacific salmon populations, \$65,000,000, to remain available until September 30, 2015: *Provided*, That, of the funds provided herein, the Secretary of Commerce may issue grants to the States of Washington, Oregon, Idaho, Nevada, California, and Alaska, and to the Federally recognized tribes of the Columbia River and Pacific Coast (including Alaska), for projects necessary for conservation of salmon and steelhead populations that are listed as threatened or endangered, or that are identified by a State as at-risk to be so listed, for maintaining populations necessary for exercise of tribal treaty fishing rights or native subsistence fishing, or for conservation of Pacific coastal salmon and steelhead habitat, based on guidelines to be developed by the Secretary of Commerce: *Provided further*, That all funds shall be allocated based on scientific and other merit principles and shall not be available for marketing activities: *Provided further*, That funds disbursed to States shall be subject to a matching requirement of funds or documented in-kind contributions of at least 33 percent of the Federal funds.

FISHERIES DISASTER ASSISTANCE

For necessary expenses associated with the mitigation of fishery disasters, \$75,000,000, to remain available until expended: *Provided*, That funds shall be used for mitigating the effects of commercial fishery failures and fishery resource disasters as declared by the Secretary of Commerce.

FISHERMEN'S CONTINGENCY FUND

For carrying out the provisions of title IV of Public Law 95-372, not to exceed \$350,000, to be derived from receipts collected pursuant to that Act, to remain available until expended.

FISHERIES FINANCE PROGRAM ACCOUNT

Subject to section 502 of the Congressional Budget Act of 1974, during fiscal year 2014, obligations of direct loans may not exceed \$24,000,000 for Individual Fishing Quota loans and not to exceed \$100,000,000 for traditional direct loans as authorized by the Merchant Marine Act of 1936.

DEPARTMENTAL MANAGEMENT

SALARIES AND EXPENSES

For necessary expenses for the management of the Department of Commerce provided for by law, including not to exceed \$4,500 for official reception and representation, \$55,500,000: *Provided*, That the Secretary of Commerce shall maintain a task force on job repatriation and manufacturing growth and shall produce an annual report on related incentive strategies, implementation plans and program results.

RENOVATION AND MODERNIZATION

For necessary expenses for the renovation and modernization of Department of Commerce facilities, \$4,000,000, to remain available until expended.

OFFICE OF INSPECTOR GENERAL

For necessary expenses of the Office of Inspector General in carrying out the provisions of the Inspector General Act of 1978 (5 U.S.C. App.), \$30,000,000.

GENERAL PROVISIONS—DEPARTMENT OF COMMERCE

SEC. 101. During the current fiscal year, applicable appropriations and funds made available to the Department of Commerce by this Act shall be available for the activities specified in the Act of October 26, 1949 (15 U.S.C. 1514), to the extent and in the manner prescribed by the Act, and, notwithstanding 31 U.S.C. 3324, may be used for advanced payments not otherwise authorized only upon the certification of officials designated by the Secretary of Commerce that such payments are in the public interest.

SEC. 102. During the current fiscal year, appropriations made available to the Department of Commerce by this Act for salaries and expenses shall be available for hire of passenger motor vehicles as authorized by 31 U.S.C. 1343 and 1344; services as authorized by 5 U.S.C. 3109; and uniforms or allowances therefor, as authorized by law (5 U.S.C. 5901-5902).

SEC. 103. Not to exceed 5 percent of any appropriation made available for the current fiscal year for the Department of Commerce in this Act may be transferred between such appropriations, but no such appropriation shall be increased by more than 10 percent by any such transfers: *Provided*, That any transfer pursuant to this section shall be treated as a reprogramming of funds under section 505 of this Act and shall not be available for obligation or expenditure except in compliance with the procedures set forth in that section: *Provided further*, That the Secretary of Commerce shall notify the Committees on Appropriations at least 15 days in advance of the acquisition or disposal of any capital asset (including land, structures, and

equipment) not specifically provided for in this Act or any other law appropriating funds for the Department of Commerce.

SEC. 104. The requirements set forth by section 105 of the Commerce, Justice, Science, and Related Agencies Appropriations Act, 2012 (Public Law 112-55), as amended by section 105 of title I of division B of Public Law 113-6, are hereby adopted by reference and made applicable with respect to fiscal year 2014.

SEC. 105. Notwithstanding any other provision of law, the Secretary may furnish services (including but not limited to utilities, telecommunications, and security services) necessary to support the operation, maintenance, and improvement of space that persons, firms, or organizations are authorized, pursuant to the Public Buildings Cooperative Use Act of 1976 or other authority, to use or occupy in the Herbert C. Hoover Building, Washington, DC, or other buildings, the maintenance, operation, and protection of which has been delegated to the Secretary from the Administrator of General Services pursuant to the Federal Property and Administrative Services Act of 1949 on a reimbursable or non-reimbursable basis. Amounts received as reimbursement for services provided under this section or the authority under which the use or occupancy of the space is authorized, up to \$200,000, shall be credited to the appropriation or fund which initially bears the costs of such services.

SEC. 106. Nothing in this title shall be construed to prevent a grant recipient from deterring child pornography, copyright infringement, or any other unlawful activity over its networks.

SEC. 107. The Administrator of the National Oceanic and Atmospheric Administration is authorized to use, with their consent, with reimbursement and subject to the limits of available appropriations, the land, services, equipment, personnel, and facilities of any department, agency, or instrumentality of the United States, or of any State, local government, Indian tribal government, Territory, or possession, or of any political subdivision thereof, or of any foreign government or international organization, for purposes related to carrying out the responsibilities of any statute administered by the National Oceanic and Atmospheric Administration.

SEC. 108. The Department of Commerce shall provide a monthly report to the Committees on Appropriations of the House of Representatives and the Senate on any official travel to China by any employee of the U.S. Department of Commerce, including the purpose of such travel.

This title may be cited as the "Department of Commerce Appropriations Act, 2014".

TITLE II

DEPARTMENT OF JUSTICE

GENERAL ADMINISTRATION

SALARIES AND EXPENSES

For expenses necessary for the administration of the Department of Justice, \$110,000,000, of which not to exceed \$4,000,000 for security and construction of Department of Justice facilities shall remain available until expended.

JUSTICE INFORMATION SHARING TECHNOLOGY

For necessary expenses for information sharing technology, including planning, development, deployment and departmental direction, \$25,842,000, to remain available until expended: *Provided*, That the Attorney General may transfer up to \$35,400,000 to this account, from funds available to the Department of Justice for information technology, for enterprise-wide information technology initiatives: *Provided further*, That the transfer authority in the preceding proviso is in

addition to any other transfer authority contained in this Act.

ADMINISTRATIVE REVIEW AND APPEALS

(INCLUDING TRANSFER OF FUNDS)

For expenses necessary for the administration of pardon and clemency petitions and immigration-related activities, \$315,000,000, of which \$4,000,000 shall be derived by transfer from the Executive Office for Immigration Review fees deposited in the "Immigration Examinations Fee" account.

OFFICE OF INSPECTOR GENERAL

For necessary expenses of the Office of Inspector General, \$86,400,000, including not to exceed \$10,000 to meet unforeseen emergencies of a confidential character: *Provided*, That \$1,000,000 shall be used to commission an independent review of the management and policies of the Civil Rights Division.

UNITED STATES PAROLE COMMISSION

SALARIES AND EXPENSES

For necessary expenses of the United States Parole Commission as authorized, \$12,600,000.

LEGAL ACTIVITIES

SALARIES AND EXPENSES, GENERAL LEGAL ACTIVITIES

For expenses necessary for the legal activities of the Department of Justice, not otherwise provided for, including not to exceed \$20,000 for expenses of collecting evidence, to be expended under the direction of, and to be accounted for solely under the certificate of, the Attorney General; and rent of private or Government-owned space in the District of Columbia, \$867,000,000, of which not to exceed \$10,000,000 for litigation support contracts shall remain available until expended: *Provided*, That of the total amount appropriated, not to exceed \$9,000 shall be available to INTERPOL Washington for official reception and representation expenses: *Provided further*, That notwithstanding section 205 of this Act, upon a determination by the Attorney General that emergent circumstances require additional funding for litigation activities of the Civil Division, the Attorney General may transfer such amounts to "Salaries and Expenses, General Legal Activities" from available appropriations for the current fiscal year for the Department of Justice, as may be necessary to respond to such circumstances: *Provided further*, That any transfer pursuant to the previous proviso shall be treated as a reprogramming under section 505 of this Act and shall not be available for obligation or expenditure except in compliance with the procedures set forth in that section: *Provided further*, That of the amount appropriated, such sums as may be necessary shall be available to reimburse the Office of Personnel Management for salaries and expenses associated with the election monitoring program under section 8 of the Voting Rights Act of 1965 (42 U.S.C. 1973f): *Provided further*, That of the amounts provided under this heading for the election monitoring program, \$3,390,000 shall remain available until expended.

In addition, for reimbursement of expenses of the Department of Justice associated with processing cases under the National Childhood Vaccine Injury Act of 1986, not to exceed \$7,833,000, to be appropriated from the Vaccine Injury Compensation Trust Fund.

SALARIES AND EXPENSES, ANTITRUST DIVISION

For expenses necessary for the enforcement of antitrust and kindred laws, \$160,400,000, to remain available until expended: *Provided*, That notwithstanding any other provision of law, fees collected for premerger notification filings under the Hart-Scott-Rodino Antitrust Improvements

Act of 1976 (15 U.S.C. 18a), regardless of the year of collection (and estimated to be \$103,000,000 in fiscal year 2014), shall be retained and used for necessary expenses in this appropriation, and shall remain available until expended: *Provided further*, That the sum herein appropriated from the general fund shall be reduced as such offsetting collections are received during fiscal year 2014, so as to result in a final fiscal year 2014 appropriation from the general fund estimated at \$57,400,000.

SALARIES AND EXPENSES, UNITED STATES ATTORNEYS

For necessary expenses of the Offices of the United States Attorneys, including intergovernmental and cooperative agreements, \$1,944,000,000: *Provided*, That of the total amount appropriated, not to exceed \$7,200 shall be available for official reception and representation expenses: *Provided further*, That not to exceed \$25,000,000 shall remain available until expended: *Provided further*, That each United States Attorney shall establish or participate in a United States Attorney-led task force on human trafficking.

UNITED STATES TRUSTEE SYSTEM FUND

For necessary expenses of the United States Trustee Program, as authorized, \$224,400,000, to remain available until expended and to be derived from the United States Trustee System Fund: *Provided*, That, notwithstanding any other provision of law, deposits to the Fund shall be available in such amounts as may be necessary to pay refunds due depositors: *Provided further*, That, notwithstanding any other provision of law, \$224,400,000 of offsetting collections pursuant to section 589a(b) of title 28, United States Code, shall be retained and used for necessary expenses in this appropriation and shall remain available until expended: *Provided further*, That the sum herein appropriated from the Fund shall be reduced as such offsetting collections are received during fiscal year 2014, so as to result in a final fiscal year 2014 appropriation from the Fund estimated at \$0.

SALARIES AND EXPENSES, FOREIGN CLAIMS SETTLEMENT COMMISSION

For expenses necessary to carry out the activities of the Foreign Claims Settlement Commission, including services as authorized by section 3109 of title 5, United States Code, \$2,100,000.

FEES AND EXPENSES OF WITNESSES

For fees and expenses of witnesses, for expenses of contracts for the procurement and supervision of expert witnesses, for private counsel expenses, including advances, and for expenses of foreign counsel, \$270,000,000, to remain available until expended, of which not to exceed \$16,000,000 is for construction of buildings for protected witness safesites; not to exceed \$3,000,000 is for the purchase and maintenance of armored and other vehicles for witness security caravans; and not to exceed \$11,000,000 is for the purchase, installation, maintenance, and upgrade of secure telecommunications equipment and a secure automated information network to store and retrieve the identities and locations of protected witnesses.

SALARIES AND EXPENSES, COMMUNITY RELATIONS SERVICE

For necessary expenses of the Community Relations Service, \$12,000,000: *Provided*, That notwithstanding section 205 of this Act, upon a determination by the Attorney General that emergent circumstances require additional funding for conflict resolution and violence prevention activities of the Community Relations Service, the Attorney General may transfer such amounts to the Community Relations Service, from available appropriations for the current fiscal year for the

Department of Justice, as may be necessary to respond to such circumstances: *Provided further*, That any transfer pursuant to the preceding proviso shall be treated as a reprogramming under section 505 of this Act and shall not be available for obligation or expenditure except in compliance with the procedures set forth in that section.

ASSETS FORFEITURE FUND

For expenses authorized by subparagraphs (B), (F), and (G) of section 524(c)(1) of title 28, United States Code, \$20,500,000, to be derived from the Department of Justice Assets Forfeiture Fund.

UNITED STATES MARSHALS SERVICE

SALARIES AND EXPENSES

For necessary expenses of the United States Marshals Service, \$1,185,000,000, of which not to exceed \$6,000 shall be available for official reception and representation expenses, and not to exceed \$15,000,000 shall remain available until expended.

CONSTRUCTION

For construction in space controlled, occupied or utilized by the United States Marshals Service for prisoner holding and related support, \$9,800,000, to remain available until expended.

FEDERAL PRISONER DETENTION

For necessary expenses related to United States prisoners in the custody of the United States Marshals Service as authorized by section 4013 of title 18, United States Code, \$1,533,000,000, to remain available until expended: *Provided*, That not to exceed \$20,000,000 shall be considered "funds appropriated for State and local law enforcement assistance" pursuant to section 4013(b) of title 18, United States Code: *Provided further*, That the United States Marshals Service shall be responsible for managing the Justice Prisoner and Alien Transportation System.

NATIONAL SECURITY DIVISION

SALARIES AND EXPENSES

For expenses necessary to carry out the activities of the National Security Division, \$91,800,000, of which not to exceed \$5,000,000 for information technology systems shall remain available until expended: *Provided*, That notwithstanding section 205 of this Act, upon a determination by the Attorney General that emergent circumstances require additional funding for the activities of the National Security Division, the Attorney General may transfer such amounts to this heading from available appropriations for the current fiscal year for the Department of Justice, as may be necessary to respond to such circumstances: *Provided further*, That any transfer pursuant to the preceding proviso shall be treated as a reprogramming under section 505 of this Act and shall not be available for obligation or expenditure except in compliance with the procedures set forth in that section.

INTERAGENCY LAW ENFORCEMENT

INTERAGENCY CRIME AND DRUG ENFORCEMENT

For necessary expenses for the identification, investigation, and prosecution of individuals associated with the most significant drug trafficking and affiliated money laundering organizations not otherwise provided for, to include inter-governmental agreements with State and local law enforcement agencies engaged in the investigation and prosecution of individuals involved in organized crime drug trafficking, \$514,000,000, of which \$50,000,000 shall remain available until expended: *Provided*, That any amounts obligated from appropriations under this heading may be used under authorities available to the organizations reimbursed from this appropriation.

FEDERAL BUREAU OF INVESTIGATION SALARIES AND EXPENSES

For necessary expenses of the Federal Bureau of Investigation for detection, investigation, and prosecution of crimes against the United States, \$8,245,802,000, of which not to exceed \$216,900,000 shall remain available until expended, and of which \$13,500,000 is for costs related to the outfitting, activation, and operation of facilities supporting the examination, exploitation, and storage of improvised explosive devices and explosive materials, including personnel relocation costs: *Provided*, That not to exceed \$184,500 shall be available for official reception and representation expenses: *Provided further*, That up to \$1,000,000 shall be for a comprehensive review of the implementation of the recommendations related to the Federal Bureau of Investigation that were proposed in the report issued by the National Commission on Terrorist Attacks Upon the United States.

CONSTRUCTION

For necessary expenses, to include the cost of equipment, furniture, and information technology requirements, related to construction or acquisition of buildings, facilities and sites by purchase, or as otherwise authorized by law; conversion, modification and extension of Federally-owned buildings; preliminary planning and design of projects; and operation and maintenance of secure work environment facilities and secure networking capabilities; \$97,482,000, to remain available until expended, of which \$16,500,000 is for costs related to the construction, outfitting, activation, and operation of facilities supporting the examination, exploitation, and storage of improvised explosive devices and explosive materials.

DRUG ENFORCEMENT ADMINISTRATION

SALARIES AND EXPENSES

For necessary expenses of the Drug Enforcement Administration, including not to exceed \$70,000 to meet unforeseen emergencies of a confidential character pursuant to section 530C of title 28, United States Code; and expenses for conducting drug education and training programs, including travel and related expenses for participants in such programs and the distribution of items of token value that promote the goals of such programs, \$2,018,000,000; of which not to exceed \$75,000,000 shall remain available until expended and not to exceed \$90,000 shall be available for official reception and representation expenses.

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

SALARIES AND EXPENSES

For necessary expenses of the Bureau of Alcohol, Tobacco, Firearms and Explosives, for training of State and local law enforcement agencies with or without reimbursement, including training in connection with the training and acquisition of canines for explosives and fire accelerants detection; and for provision of laboratory assistance to State and local law enforcement agencies, with or without reimbursement, \$1,179,000,000, of which not to exceed \$36,000 shall be for official reception and representation expenses, not to exceed \$1,000,000 shall be available for the payment of attorneys' fees as provided by section 924(d)(2) of title 18, United States Code, and not to exceed \$20,000,000 shall remain available until expended: *Provided*, That none of the funds appropriated herein shall be available to investigate or act upon applications for relief from Federal firearms disabilities under section 925(c) of title 18, United States Code: *Provided further*, That such funds shall be available to investigate and act upon applications filed by corporations for relief from

Federal firearms disabilities under section 925(c) of title 18, United States Code: *Provided further*, That no funds made available by this or any other Act may be used to transfer the functions, missions, or activities of the Bureau of Alcohol, Tobacco, Firearms and Explosives to other agencies or Departments.

FEDERAL PRISON SYSTEM

SALARIES AND EXPENSES

(INCLUDING TRANSFER OF FUNDS)

For necessary expenses of the Federal Prison System for the administration, operation, and maintenance of Federal penal and correctional institutions, and for the provision of technical assistance and advice on corrections related issues to foreign governments, \$6,769,000,000: *Provided*, That the Attorney General may transfer to the Health Resources and Services Administration such amounts as may be necessary for direct expenditures by that Administration for medical relief for inmates of Federal penal and correctional institutions: *Provided further*, That the Director of the Federal Prison System, where necessary, may enter into contracts with a fiscal agent or fiscal intermediary claims processor to determine the amounts payable to persons who, on behalf of the Federal Prison System, furnish health services to individuals committed to the custody of the Federal Prison System: *Provided further*, That not to exceed \$5,400 shall be available for official reception and representation expenses: *Provided further*, That not to exceed \$50,000,000 shall remain available for necessary operations until September 30, 2015: *Provided further*, That, of the amounts provided for contract confinement, not to exceed \$20,000,000 shall remain available until expended to make payments in advance for grants, contracts and reimbursable agreements, and other expenses: *Provided further*, That the Director of the Federal Prison System may accept donated property and services relating to the operation of the prison card program from a not-for-profit entity which has operated such program in the past, notwithstanding the fact that such not-for-profit entity furnishes services under contracts to the Federal Prison System relating to the operation of pre-release services, halfway houses, or other custodial facilities.

BUILDINGS AND FACILITIES

For planning, acquisition of sites and construction of new facilities; purchase and acquisition of facilities and remodeling, and equipping of such facilities for penal and correctional use, including all necessary expenses incident thereto, by contract or force account; and constructing, remodeling, and equipping necessary buildings and facilities at existing penal and correctional institutions, including all necessary expenses incident thereto, by contract or force account, \$90,000,000, to remain available until expended, of which not less than \$67,148,000 shall be available only for modernization, maintenance and repair, and of which not to exceed \$14,000,000 shall be available to construct areas for inmate work programs: *Provided*, That labor of United States prisoners may be used for work performed under this appropriation.

FEDERAL PRISON INDUSTRIES, INCORPORATED

The Federal Prison Industries, Incorporated, is hereby authorized to make such expenditures within the limits of funds and borrowing authority available, and in accord with the law, and to make such contracts and commitments without regard to fiscal year limitations as provided by section 9104 of title 31, United States Code, as may be necessary in carrying out the program set forth in the budget for the current fiscal year for such corporation.

Calendar No. 141

113TH CONGRESS } SENATE { REPORT
1st Session } { 113-78

DEPARTMENTS OF COMMERCE AND JUSTICE, AND SCIENCE, AND RELATED AGENCIES APPROPRIATIONS BILL, 2014

JULY 18, 2013.—Ordered to be printed

Ms. MIKULSKI, from the Committee on Appropriations,
submitted the following

REPORT

[To accompany S. 1329]

The Committee on Appropriations reports the bill (S. 1329) making appropriations for the Departments of Commerce and Justice, Science, and Related Agencies for the fiscal year ending September 30, 2014, and for other purposes, reports favorably thereon and recommends that the bill do pass.

Total obligational authority, fiscal year 2014

Total of bill as reported to the Senate ¹	\$62,563,972,000
Amount of 2013 appropriations ^{2 3}	60,137,573,000
Amount of 2014 budget estimate	62,266,342,000
Bill as recommended to Senate compared to—	
2013 appropriations ^{2 3}	+ 2,426,399,000
2014 budget estimate	+ 297,630,000

¹This level does not include –\$9,945,272,000 in adjustments that the Congressional Budget Office (CBO) scores to the bill. With these scorekeeping adjustments, the bill totals \$52,271,700,000 in discretionary budget authority.

²Does not reflect the March 1, 2013, sequester of funds under Public Law 112–25.

³Includes emergency funding of \$363,250,000 in the Disaster Relief Appropriations Act, 2013 (division A of Public Law 113–2).

PACIFIC COASTAL SALMON RECOVERY

Appropriations, 2013 ¹	\$63,652,000
Budget estimate, 2014	50,000,000
Committee recommendation	65,000,000

¹ Does not reflect the March 1, 2013, sequester of funds under Public Law 112-25.

The Committee's recommendation provides \$65,000,000 for the Pacific Coastal Salmon Recovery. The recommendation is \$1,348,000 above the fiscal year 2013 level and \$15,000,000 above the budget estimate. Funds are for conservation and restoration of Pacific salmon populations. State and local recipients of this funding will provide matching contributions of at least 33 percent of Federal funds. In addition, funds will be available to tribes, which do not require matching dollars.

FISHERIES DISASTER MITIGATION FUND

Appropriations, 2013	
Budget estimate, 2014	
Committee recommendation	\$150,000,000

The Committee's recommendation provides \$150,000,000 for the Fisheries Disaster Mitigation Fund. The recommendation is \$150,000,000 above the fiscal year 2013 enacted level and the budget request.

The Committee establishes this fund to help alleviate the economic impacts associated with commercial fishery failures, fishery resource disasters, and State and Federal regulations, as declared by the Secretary of Commerce. The Committee is aware of multiple requests for fishery assistance, and directs NOAA to prioritize the use of these funds for necessary expenses related to fishery disasters as declared by the Secretary of Commerce in calendar year 2012. The Secretary of Commerce, in consultation with affected States and tribes, shall provide the Committee with a spending plan for the allocation of these funds no later than 30 days after enactment of this act.

The Committee is frustrated that when the administration issues fishery disaster declarations, there is no plan or request for financial assistance to help affected States, tribes, and local communities. For future fishery disaster declarations, the administration should request appropriate assistance funding in annual or supplemental budget requests.

FISHERMEN'S CONTINGENCY FUND

Appropriations, 2013 ¹	\$342,000
Budget estimate, 2014	350,000
Committee recommendation	350,000

¹ Does not reflect the March 1, 2013, sequester of funds under Public Law 112-25.

The Committee's recommendation provides \$350,000 for the Fishermen's Contingency Fund. The recommendation is \$8,000 above the fiscal year 2013 enacted level and is the same as the President's request.

EXPLANATORY STATEMENT SUBMITTED BY MR. ROGERS OF
KENTUCKY, CHAIRMAN OF THE HOUSE COMMITTEE ON
APPROPRIATIONS REGARDING THE HOUSE AMENDMENT TO
THE SENATE AMENDMENT ON H.R. 3547

CONSOLIDATED APPROPRIATIONS ACT, 2014

The following is an explanation of the Consolidated Appropriations Act, 2014.

This Act contains the twelve regular appropriations bills for fiscal year 2014. The divisions contained in the Act are as follows:

- Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2014;
- Division B – Commerce, Justice, Science, and Related Agencies Appropriations Act, 2014;
- Division C – Department of Defense Appropriations Act, 2014;
- Division D – Energy and Water Development and Related Agencies Appropriations Act, 2014;
- Division E – Financial Services and General Government Appropriations Act, 2014;

collaboration and that the GOES-R and JPSS programs are proceeding well and being effectively executed. However, this assessment also concludes, along with prior assessments made by the Commerce Inspector General and the Government Accountability Office, that critical issues remain to be addressed, namely JPSS gap mitigation and program fragility. The Committee ^{SES} expects NOAA to present a strategy with the fiscal year 2015 budget that fully addresses both the short- and long-term challenges associated with the gap and fragility of the program. Such a strategy shall examine the proposed polar free flyer mission, which the agreement does not fund due to fiscal constraints. NOAA is expected to focus on the weather mission and to better address the weather gap in its fiscal year 2015 budget. In addition, NOAA may use JPSS funds included in this Act and prior appropriations for the procurement of additional spare instruments and spacecraft as necessary to ensure the continuity of polar observations. NOAA shall consult with the Committees on Appropriations prior to beginning this effort. NOAA shall continue to provide quarterly updates to the Committees on the status of its weather satellite portfolio.

INSERT 12 A

PACIFIC COASTAL SALMON RECOVERY

This Act includes \$65,000,000 for Pacific Coastal Salmon Recovery.

FISHERIES DISASTER ASSISTANCE

This Act includes \$75,000,000 for Fisheries Disaster Assistance. The agreement modifies Senate report language by clarifying that eligibility for this funding includes fishery disasters declared by the Secretary of Commerce in calendar years 2012 and 2013. Funding in this bill for fisheries disaster assistance is a one-time occurrence and responds to the specific disaster declarations in 2012 and 2013. The Department shall continue working with States and Tribes in the future with respect to fishery disaster determinations and shall continue to work with the Congress on future fisheries disasters funding requests, as necessary, consistent with existing Federal laws and authorities.

FISHERMEN'S CONTINGENCY FUND

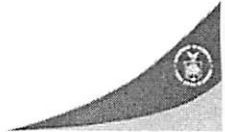
This Act includes \$350,000 for the Fishermen's Contingency Fund.

EXHIBIT 2



NOAA FISHERIES

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION



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Six Fisheries in U.S. to Receive Fishery Disaster Relief Funds

Today, NOAA Fisheries announced that \$75 million appropriated by Congress as part of the Fiscal Year 2014 federal budget will be allocated to six fisheries across the country that were declared fishery disasters by the Department of Commerce in 2012 and 2013. [Read more...](#)

More Information

- Alaska Chinook
- American Samoa
- Florida Oyster
- Mississippi River
- New England Multispecies Groundfish
- New Jersey and New York Fisheries

- Programs
- Regions
- Science Centers
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Fishery Affected	Portion of \$75M
American Samoa Tsunami - Determination 1/26/12	\$ 1,000,000
Mississippi River Flood 2011 - Determination 9/12/12	\$ 10,941,828
Alaska Chinook Salmon 2011-2012 - Determination 9/12/12	\$ 20,797,524
New England Multispecies Groundfish Fishery 2013 - Determination 9/13/12	\$ 32,847,955
New Jersey and New York Fisheries 2012 (Sandy) - Determination 11/16/12	\$ 3,096,160
Florida Oyster 2012 - Determination 8/12/13	\$ 6,316,533
TOTAL	\$ 75,000,000

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EXHIBIT 3



NOAA FISHERIES | Greater Atlantic Region

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

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Ongoing News

GARFO » News Room

States reach consensus on plans to distribute New England groundfish disaster funds

Contact: Marjorie Mooney-Seus, 978-281-9175 FOR IMMEDIATE RELEASE

May 28, 2014

The state fishery directors from Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York, in partnership with NOAA, today announced a proposed framework for the distribution of \$32.8 million in federal disaster monies to the New England groundfish industry.

These funds are a portion of the \$75 million allocated by U.S. Congress as part of its Fiscal 2014 budget to help with six declared fishery disasters. In 2012, the Secretary of Commerce declared one of these fishery disasters to be the result of significant quota cuts anticipated for key New England groundfish stocks in the 2013 fishing year. Under federal fisheries law, the Commerce Secretary can declare a fishery disaster, which makes it possible for Congress to appropriate funds to provide economic assistance to fishing businesses and communities, including fishermen, affected by a disaster and to support other activities addressing the disaster.

In the consensus framework for the groundfish fishery, the six states would apportion available monies between three themes (roughly \$11 million in each): one-third to be used for direct assistance, one-third to be split among the states and used at their discretion, and one-third to be used in developing a federally funded buyout or industry-funded buyback. Click here to view breakdown of monies by state.

- **Direct Assistance:** Using an industry recommended allocation, direct assistance will be distributed equally to 336 holders of permits in the Northeast multispecies fishery who landed at least 5,000 pounds of groundfish in any one of the past four years (2010-2013). Qualified permit holders from each of the affected states would each receive a check for \$32,463;
- **State-Specific Grants:** States will split a second third of the total available monies based on an agreed-to formula that considers groundfish revenue losses affecting each state in recent years, with a slight adjustment to ensure that no state receives less than \$250,000. Subject to NOAA approval of spend plans, states will have some flexibility to determine the most appropriate way to address the unique and varied needs of their fishing communities. For instance, states can opt to use monies to assist recreational fishermen, commercial vessel crew members, shore-based infrastructure, or cooperative research;
- **Vessel buyout/buyback:** NOAA, state directors, and the fishing industry will use the remaining monies to develop either a government funded buyout program or an industry-funded buyback program. This aspect of the framework is expected to take longer to develop so funds would be held in reserve until needed.

NOAA plans to work closely with the states to complete required reviews of state grant applications and spend plans for both the direct assistance grants and the state grants to distribute this portion of the funds as quickly as possible. Typically, there is a two- to three-month review to ensure statutory and grant requirements are addressed before the funds can be made available to the recipient. For these two components of the framework, states would receive a combined allocation of:

- Connecticut:** \$250,000
- Massachusetts:** \$14,512,618
- Maine:** \$2,260,034
- New Hampshire:** \$2,039,825
- New York:** \$814,012
- Rhode Island:** \$1,938,617

"Each state situation is unique, and it was challenging to identify an approach that could work for all," said John Bullard, regional administrator, NOAA Fisheries. "But after considerable discussion and outreach, I think we came up with a framework that has something in it for everybody and will enable us to get some monies into the hands of fishermen and others affected as quickly as



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possible. That way we can continue to work together on the more long-term efforts to help ensure the future of both the fishing industry and the resource."

"Governor Patrick has passionately advocated for the Commonwealth's fishing industry, an critical part of Massachusetts' economic vitality and heritage," said Energy and Environmental Affairs (EEA) Secretary Rick Sullivan. "We must protect the sustainability of our fishermen, and this financial assistance will help our fishing industry survive until the resource recovers and federal harvest regulations can be relaxed."

"I am pleased that we have been able to develop a spending plan for the groundfish disaster relief funds appropriated by Congress that helps address both the immediate needs and the long term viability of our small boat groundfish fleet," said Douglas Grout, chief, Marine Fisheries Division, New Hampshire Fish & Game Department.

"The agreement reached by the State directors is a compromise, and I am glad that it incorporates parts of the broadly supported industry proposal. In particular, setting some of the money aside will give the industry an opportunity to consider how they could use a portion of this federal relief to provide some long-term economic benefit to the fleet, which was a priority for Maine fishermen," Patrick Kellher, commissioner, Maine Department of Marine Resources.

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EXHIBIT 4

Consensus Plan

New England Groundfish Disaster - Three Part Allocation

1. States	2. Reserved for Buyout/Buy back	3. Direct Assistance (number of recipients) (\$32,463 per recipient)		4. State Discretion (based on Home State Losses*)	5. 2/3 of Total to States in grants (total for columns 3 & 4, Funds moving soon)
CT*	TBD	\$97,389	(3)	\$152,611	\$250,000
MA	TBD	\$6,297,814	(194)	\$8,214,805	\$14,512,618
ME	TBD	\$1,623,148	(50)	\$636,886	\$2,260,034
NH	TBD	\$908,963	(28)	\$1,130,863	\$2,039,825
NY	TBD	\$584,333	(18)	\$229,679	\$814,012
RI	TBD	\$1,395,907	(43)	\$542,710	\$1,938,617
Total	\$11,000,000	\$10,907,554	(336)	\$10,907,554	\$21,815,107
3-Part Allocation Total = \$32,815,107					

*Values adjusted to reflect CT total of \$250,000

Source: NOAA Fisheries Greater Atlantic Regional Fisheries Office

EXHIBIT 5

From: Allison Ferreira - NOAA Federal [<mailto:allison.ferreira@noaa.gov>]

Sent: Wednesday, August 20, 2014 3:38 PM

To: Paul Muniz

Cc: Hannah Goodale - NOAA Federal; Pamela Lafreniere; paul.diodati; Melanie Griffin; Gene Martin - NOAA Federal

Subject: Re: Re: Groundfish Disaster Aid

Hi Paul,

Based on input from commercial fishing representatives and a consensus of the states applying for disaster relief, it was decided that the initial distribution of disaster funds should go to limit access permit holders as expeditiously and efficiently as possible. To accomplish this goal, the states and NOAA reached consensus that this initial round of assistance should be based on the objective criteria of landings associated with limited access groundfish permits for the 4 qualifying years, and not on the current status of such permit holders or their financial needs. We believe that this criteria actually results in avoiding the arbitrariness of judging each current permit holder's status, needs and financial stability.

Regards,

Allison

On Mon, Aug 18, 2014 at 6:19 PM, Paul Muniz <pmuniz@donovanhatem.com> wrote:

NOAA Personnel,

I'm not sure why I was copied on this email, but since I have been I'd like to ask a question. Allison notes that, "[t]here was lot of debate regarding whether or not permits currently owned by private permit banks should receive disaster aid, and in the end it was decided that they should." I am trying hard to understand the rationale for permit banks receiving disaster relief funds. It seems to me that they are one of the few types of entities that have actually benefitted from the disaster. They have been able to purchase permits at distressed prices and at the same time there is great demand for the quota they control. They also have relatively minor expenses. For example, the latest publicly available information on the Massachusetts Attorney General's website indicates that the Gloucester Fishing Community Preservation Fund has net assets of approximately \$11.6 million (including \$1.4 million in cash and \$9.5 million in permits) and annual revenue of \$834k from the leasing of quota. One of its largest recurring expenses is compensation, fringe benefits and rent paid to, or for the benefit of, its executive director – in excess of \$100k each year. Please explain to me the rationale or basis for the decision that these private permit banks deserve this initial round of disaster relief, when vessel owners who were forced out of the industry in 2009, 2010, 2012, 2013 and 2014 will receive none? Please help me understand why this decision by NOAA to pay private permit banks is not subject to a claim that it is arbitrary and capricious?

From: Hannah Goodale - NOAA Federal [mailto:hannah.f.goodale@noaa.gov]

Sent: Monday, August 18, 2014 4:28 PM

To: Pamela Lafreniere; Paul Muniz; paul.diodati; Melanie Griffin; Allison Ferreira - NOAA Federal

Subject: Fwd: Re: Groundfish Disaster Aid

Hi Pamela,

I can add a little to Allison's response, but the point is the same one she made. Each of the limited access groundfish eligibilities that have been determined qualified for direct assistance was associated with a fishing vessel that landed at least 5,000 lb of groundfish in one of four groundfish fishing years [2010-2013]. The entity that qualifies for the direct assistance payment is the entity that held the groundfish eligibility on April 30, 2014. If that entity is a permit bank, the permit bank is the qualified recipient. It doesn't matter if the entity currently just leases out their ACE, they qualify for the direct assistance if they made at least 5,000 lb of landings during any one of those four groundfish fishing years. This would be equally true for a permit bank or an individual owner.

If Mr. X was informed that he is not qualified for an assistance payment, it means that the limited access eligibility he held on April 30, 2014, did not have sufficient groundfish landings associated with it in any of the four fishing years 2010-2013. From your description it sounds as if that would be the case, because you said he has owned the vessel and permit for the entire four year period [2010-April 30, 2014] and chooses to lease out his ACE. And again, this is equally true for a permit bank or an individual owner.

I hope this helps....

Hannah

EXHIBIT 6



United States Department of Commerce
National Oceanic and Atmospheric Administration
National Marine Fisheries Service
Northeast Region
55 Great Republic Drive
Gloucester, MA 01930

August 4, 2014

ATHENA FISHING CORP
F/V ATHENA
PERMIT #410604, MRI #1029
84 FRONT STREET
NEW BEDFORD, MA 02740

Dear Limited Access Northeast Multispecies Permit Holder:

On September 12, 2012, the Department of Commerce determined that a commercial fishery failure due to a fishing resource disaster would exist for the "Northeast Multispecies (Groundfish) Fishery" for the 2013 fishing year in the states of Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York. As part of the 2014 fiscal year budget, Congress approved \$75 million in fishery disaster aid, of which about \$33 million will be distributed to the states affected by the northeast groundfish disaster. The fishery directors from these states, in partnership with NOAA, recently announced a consensus plan to distribute the disaster funds. This plan allocates about \$11 million to be distributed as direct assistance to northeast multispecies limited access permit holders from these states whose vessel(s) landed at least 5,000 pounds of northeast multispecies in any one of the past four fishing years (FY 2010-2013). A northeast multispecies limited access permit holder might be eligible to receive as much as \$32,500 for each qualifying permit.

This letter is to inform you that we have made a preliminary determination that you might be eligible for a direct assistance payment based on the reported landings history of the limited access northeast multispecies permitted vessel named above. The preliminary eligibility of your vessel is based on reports that your vessel landed at least 5,000 lbs. of the following regulated northeast multispecies, which were allocated to sector and common pool vessels, in any one of the 2010-2013 fishing years: cod, haddock, yellowtail flounder, American plaice, witch flounder, winter flounder, redfish, white hake, and pollock.

There may be additional requirements or criteria applied by the states that must be met before a disbursement may be made. If you meet all requirements, once disaster funds have been distributed to the states, your payment will be made by the Commonwealth of Massachusetts based on the homeport state indicated on your fishing year 2013 northeast multispecies permit as of April 30, 2014. If your permit is in a confirmation of permit history (CPH), the payment will be based upon the state listed on the most recent address associated with the CPH.

The disaster funds will be distributed to the states as grants. We are working closely with the states to complete required reviews of state grant applications and spend plans to distribute the funds as quickly as possible. NOAA expects to make these awards in the fall.



United States Department of Commerce
National Oceanic and Atmospheric Administration
National Marine Fisheries Service
Northeast Region
55 Great Republic Drive
Gloucester, MA 01930

August 4, 2014

B & D FISHING CORP
F/V BULLDOG
PERMIT #410471, MRI #1154
84 FRONT STREET
NEW BEDFORD, MA 02740

Dear Limited Access Northeast Multispecies Permit Holder:

On September 12, 2012, the Department of Commerce determined that a commercial fishery failure due to a fishing resource disaster would exist for the "Northeast Multispecies (Groundfish) Fishery" for the 2013 fishing year in the states of Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York. As part of the 2014 fiscal year budget, Congress approved \$75 million in fishery disaster aid, of which about \$33 million will be distributed to the states affected by the northeast groundfish disaster. The fishery directors from these states, in partnership with NOAA, recently announced a consensus plan to distribute the disaster funds. This plan allocates about \$11 million to be distributed as direct assistance to northeast multispecies limited access permit holders from these states whose vessel(s) landed at least 5,000 pounds of northeast multispecies in any one of the past four fishing years (FY 2010-2013). A northeast multispecies limited access permit holder might be eligible to receive as much as \$32,500 for each qualifying permit.

This letter is to inform you that we have made a preliminary determination that you might be eligible for a direct assistance payment based on the reported landings history of the limited access northeast multispecies permitted vessel named above. The preliminary eligibility of your vessel is based on reports that your vessel landed at least 5,000 lbs. of the following regulated northeast multispecies, which were allocated to sector and common pool vessels, in any one of the 2010-2013 fishing years: cod, haddock, yellowtail flounder, American plaice, witch flounder, winter flounder, redfish, white hake, and pollock.

There may be additional requirements or criteria applied by the states that must be met before a disbursement may be made. If you meet all requirements, once disaster funds have been distributed to the states, your payment will be made by the Commonwealth of Massachusetts based on the homeport state indicated on your fishing year 2013 northeast multispecies permit as of April 30, 2014. If your permit is in a confirmation of permit history (CPH), the payment will be based upon the state listed on the most recent address associated with the CPH.

The disaster funds will be distributed to the states as grants. We are working closely with the states to complete required reviews of state grant applications and spend plans to distribute the funds as quickly as possible. NOAA expects to make these awards in the fall.



United States Department of Commerce
National Oceanic and Atmospheric Administration
National Marine Fisheries Service
Northeast Region
55 Great Republic Drive
Gloucester, MA 01930

August 4, 2014

BRAVA FISHING CORP
F/V MY WAY
PERMIT #330309, MRI #791
84 FRONT STREET
NEW BEDFORD, MA 02740

Dear Limited Access Northeast Multispecies Permit Holder:

On September 12, 2012, the Department of Commerce determined that a commercial fishery failure due to a fishing resource disaster would exist for the "Northeast Multispecies (Groundfish) Fishery" for the 2013 fishing year in the states of Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York. As part of the 2014 fiscal year budget, Congress approved \$75 million in fishery disaster aid, of which about \$33 million will be distributed to the states affected by the northeast groundfish disaster. The fishery directors from these states, in partnership with NOAA, recently announced a consensus plan to distribute the disaster funds. This plan allocates about \$11 million to be distributed as direct assistance to northeast multispecies limited access permit holders from these states whose vessel(s) landed at least 5,000 pounds of northeast multispecies in any one of the past four fishing years (FY 2010-2013). A northeast multispecies limited access permit holder might be eligible to receive as much as \$32,500 for each qualifying permit.

This letter is to inform you that we have made a preliminary determination that you might be eligible for a direct assistance payment based on the reported landings history of the limited access northeast multispecies permitted vessel named above. The preliminary eligibility of your vessel is based on reports that your vessel landed at least 5,000 lbs. of the following regulated northeast multispecies, which were allocated to sector and common pool vessels, in any one of the 2010-2013 fishing years: cod, haddock, yellowtail flounder, American plaice, witch flounder, winter flounder, redfish, white hake, and pollock.

There may be additional requirements or criteria applied by the states that must be met before a disbursement may be made. If you meet all requirements, once disaster funds have been distributed to the states, your payment will be made by the Commonwealth of Massachusetts based on the homeport state indicated on your fishing year 2013 northeast multispecies permit as of April 30, 2014. If your permit is in a confirmation of permit history (CPH), the payment will be based upon the state listed on the most recent address associated with the CPH.

The disaster funds will be distributed to the states as grants. We are working closely with the states to complete required reviews of state grant applications and spend plans to distribute the funds as quickly as possible. NOAA expects to make these awards in the fall.



Paul J. Diodati
Director

Commonwealth of Massachusetts

Division of Marine Fisheries

251 Causeway Street, Suite 400

Boston, Massachusetts 02114

(617)626-1520

fax (617)626-1509



Deval Patrick
Governor

Maeve Valley Bartlett

Secretary

Mary B. Griffin

Commissioner

October 10, 2014

C & D FISHING CORP
114 MACARTHUR DRIVE
NEW BEDFORD, MA 02740

RE: Federal Groundfish Disaster Aid

Dear Permit Holder,

The Massachusetts Division of Marine Fisheries (DMF) is writing to inform you of a change in the amount of Phase I Disaster Aid relief funds that will be paid to you. As NMFS notified you in your initial pre-qualification letter, the states may apply additional requirements or criteria in deciding how to allocate the Phase I funds. As explained in more detail in the enclosed policy, the Commonwealth has determined that a cap on the total amount of funds that any one single entity may receive under the Phase I program is necessary to ensure that these limited public funds are distributed to the greatest number of eligible fishermen, crew and communities affected by the groundfish disaster. More specifically, the cap limits any "Single Entity," as determined by DMF, from receiving Phase I funds in excess of \$354,198, which represents the average, annual revenue earned by an active vessel from groundfish trips during the fishing years (FY) 2009 to 2012.

Based on the review of NMFS' pre-qualification list and contract and other documentation applicable to you and other relevant permit holders, the Commonwealth has determined that 19 eligible entities, including F/V GREEN ACRES (NMFS Permit # 320311), are attributable to a Single Entity, as defined in the cap policy. Accordingly, the above referenced funding cap of \$354,198 applies to this Single Entity, which has been allocated in equal payments of \$18,642 to F/V GREEN ACRES (NMFS Permit # 320311) and the other 18 permits attributable to this Single Entity.

In order to receive your payment of \$18,642, please complete the enclosed Commonwealth of Massachusetts Standard Contract by filling out the bottom left "Authorizing Signature for the Contractor" and return it to DMF in the enclosed envelope. Once the completed Contract is received by DMF, we will promptly process it for payment to you.



United States Department of Commerce
National Oceanic and Atmospheric Administration
National Marine Fisheries Service
Northeast Region
55 Great Republic Drive
Gloucester, MA 01930

August 4, 2014

C & V FISHING CORP
F/V ILHA DO CORVO
PERMIT #410104, MRI #964
84 FRONT STREET
NEW BEDFORD, MA 02740

Dear Limited Access Northeast Multispecies Permit Holder:

On September 12, 2012, the Department of Commerce determined that a commercial fishery failure due to a fishing resource disaster would exist for the "Northeast Multispecies (Groundfish) Fishery" for the 2013 fishing year in the states of Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York. As part of the 2014 fiscal year budget, Congress approved \$75 million in fishery disaster aid, of which about \$33 million will be distributed to the states affected by the northeast groundfish disaster. The fishery directors from these states, in partnership with NOAA, recently announced a consensus plan to distribute the disaster funds. This plan allocates about \$11 million to be distributed as direct assistance to northeast multispecies limited access permit holders from these states whose vessel(s) landed at least 5,000 pounds of northeast multispecies in any one of the past four fishing years (FY 2010-2013). A northeast multispecies limited access permit holder might be eligible to receive as much as \$32,500 for each qualifying permit.

This letter is to inform you that we have made a preliminary determination that you might be eligible for a direct assistance payment based on the reported landings history of the limited access northeast multispecies permitted vessel named above. The preliminary eligibility of your vessel is based on reports that your vessel landed at least 5,000 lbs. of the following regulated northeast multispecies, which were allocated to sector and common pool vessels, in any one of the 2010-2013 fishing years: cod, haddock, yellowtail flounder, American plaice, witch flounder, winter flounder, redfish, white hake, and pollock.

There may be additional requirements or criteria applied by the states that must be met before a disbursement may be made. If you meet all requirements, once disaster funds have been distributed to the states, your payment will be made by the Commonwealth of Massachusetts based on the homeport state indicated on your fishing year 2013 northeast multispecies permit as of April 30, 2014. If your permit is in a confirmation of permit history (CPH), the payment will be based upon the state listed on the most recent address associated with the CPH.

The disaster funds will be distributed to the states as grants. We are working closely with the states to complete required reviews of state grant applications and spend plans to distribute the funds as quickly as possible. NOAA expects to make these awards in the fall.



United States Department of Commerce
National Oceanic and Atmospheric Administration
National Marine Fisheries Service
Northeast Region
55 Great Republic Drive
Gloucester, MA 01930

August 4, 2014

LADY PATRICIA INC
F/V LADY PATRICIA
PERMIT #330200, MRI #750
84 FRONT STREET
NEW BEDFORD, MA 02740

Dear Limited Access Northeast Multispecies Permit Holder:

On September 12, 2012, the Department of Commerce determined that a commercial fishery failure due to a fishing resource disaster would exist for the "Northeast Multispecies (Groundfish) Fishery" for the 2013 fishing year in the states of Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York. As part of the 2014 fiscal year budget, Congress approved \$75 million in fishery disaster aid, of which about \$33 million will be distributed to the states affected by the northeast groundfish disaster. The fishery directors from these states, in partnership with NOAA, recently announced a consensus plan to distribute the disaster funds. This plan allocates about \$11 million to be distributed as direct assistance to northeast multispecies limited access permit holders from these states whose vessel(s) landed at least 5,000 pounds of northeast multispecies in any one of the past four fishing years (FY 2010-2013). A northeast multispecies limited access permit holder might be eligible to receive as much as \$32,500 for each qualifying permit.

This letter is to inform you that we have made a preliminary determination that you might be eligible for a direct assistance payment based on the reported landings history of the limited access northeast multispecies permitted vessel named above. The preliminary eligibility of your vessel is based on reports that your vessel landed at least 5,000 lbs. of the following regulated northeast multispecies, which were allocated to sector and common pool vessels, in any one of the 2010-2013 fishing years: cod, haddock, yellowtail flounder, American plaice, witch flounder, winter flounder, redfish, white hake, and pollock.

There may be additional requirements or criteria applied by the states that must be met before a disbursement may be made. If you meet all requirements, once disaster funds have been distributed to the states, your payment will be made by the Commonwealth of Massachusetts based on the homeport state indicated on your fishing year 2013 northeast multispecies permit as of April 30, 2014. If your permit is in a confirmation of permit history (CPH), the payment will be based upon the state listed on the most recent address associated with the CPH.

The disaster funds will be distributed to the states as grants. We are working closely with the states to complete required reviews of state grant applications and spend plans to distribute the funds as quickly as possible. NOAA expects to make these awards in the fall.



United States Department of Commerce
National Oceanic and Atmospheric Administration
National Marine Fisheries Service
Northeast Region
55 Great Republic Drive
Gloucester, MA 01930

August 4, 2014

NOAH LLC
F/V DESTINY
PERMIT #330764, MRI #845
84 FRONT STREET
NEW BEDFORD, MA 02740

Dear Limited Access Northeast Multispecies Permit Holder:

On September 12, 2012, the Department of Commerce determined that a commercial fishery failure due to a fishing resource disaster would exist for the "Northeast Multispecies (Groundfish) Fishery" for the 2013 fishing year in the states of Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York. As part of the 2014 fiscal year budget, Congress approved \$75 million in fishery disaster aid, of which about \$33 million will be distributed to the states affected by the northeast groundfish disaster. The fishery directors from these states, in partnership with NOAA, recently announced a consensus plan to distribute the disaster funds. This plan allocates about \$11 million to be distributed as direct assistance to northeast multispecies limited access permit holders from these states whose vessel(s) landed at least 5,000 pounds of northeast multispecies in any one of the past four fishing years (FY 2010-2013). A northeast multispecies limited access permit holder might be eligible to receive as much as \$32,500 for each qualifying permit.

This letter is to inform you that we have made a preliminary determination that you might be eligible for a direct assistance payment based on the reported landings history of the limited access northeast multispecies permitted vessel named above. The preliminary eligibility of your vessel is based on reports that your vessel landed at least 5,000 lbs. of the following regulated northeast multispecies, which were allocated to sector and common pool vessels, in any one of the 2010-2013 fishing years: cod, haddock, yellowtail flounder, American plaice, witch flounder, winter flounder, redfish, white hake, and pollock.

There may be additional requirements or criteria applied by the states that must be met before a disbursement may be made. If you meet all requirements, once disaster funds have been distributed to the states, your payment will be made by the Commonwealth of Massachusetts based on the homeport state indicated on your fishing year 2013 northeast multispecies permit as of April 30, 2014. If your permit is in a confirmation of permit history (CPH), the payment will be based upon the state listed on the most recent address associated with the CPH.

The disaster funds will be distributed to the states as grants. We are working closely with the states to complete required reviews of state grant applications and spend plans to distribute the funds as quickly as possible. NOAA expects to make these awards in the fall.



United States Department of Commerce
National Oceanic and Atmospheric Administration
National Marine Fisheries Service
Northeast Region
55 Great Republic Drive
Gloucester, MA 01930

August 4, 2014

R & P FISHING CORPORATION
F/V COWBOY
PERMIT #410335, MRI #1088
84 FRONT STREET
NEW BEDFORD, MA 02740

Dear Limited Access Northeast Multispecies Permit Holder:

On September 12, 2012, the Department of Commerce determined that a commercial fishery failure due to a fishing resource disaster would exist for the "Northeast Multispecies (Groundfish) Fishery" for the 2013 fishing year in the states of Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York. As part of the 2014 fiscal year budget, Congress approved \$75 million in fishery disaster aid, of which about \$33 million will be distributed to the states affected by the northeast groundfish disaster. The fishery directors from these states, in partnership with NOAA, recently announced a consensus plan to distribute the disaster funds. This plan allocates about \$11 million to be distributed as direct assistance to northeast multispecies limited access permit holders from these states whose vessel(s) landed at least 5,000 pounds of northeast multispecies in any one of the past four fishing years (FY 2010-2013). A northeast multispecies limited access permit holder might be eligible to receive as much as \$32,500 for each qualifying permit.

This letter is to inform you that we have made a preliminary determination that you might be eligible for a direct assistance payment based on the reported landings history of the limited access northeast multispecies permitted vessel named above. The preliminary eligibility of your vessel is based on reports that your vessel landed at least 5,000 lbs. of the following regulated northeast multispecies, which were allocated to sector and common pool vessels, in any one of the 2010-2013 fishing years: cod, haddock, yellowtail flounder, American plaice, witch flounder, winter flounder, redfish, white hake, and pollock.

There may be additional requirements or criteria applied by the states that must be met before a disbursement may be made. If you meet all requirements, once disaster funds have been distributed to the states, your payment will be made by the Commonwealth of Massachusetts based on the homeport state indicated on your fishing year 2013 northeast multispecies permit as of April 30, 2014. If your permit is in a confirmation of permit history (CPH), the payment will be based upon the state listed on the most recent address associated with the CPH.

The disaster funds will be distributed to the states as grants. We are working closely with the states to complete required reviews of state grant applications and spend plans to distribute the funds as quickly as possible. NOAA expects to make these awards in the fall.



United States Department of Commerce
National Oceanic and Atmospheric Administration
National Marine Fisheries Service
Northeast Region
55 Great Republic Drive
Gloucester, MA 01930

August 4, 2014

VILA FISHING CORP
F/V VILA NOVA DO CORVO I
PERMIT #410590, MRI #700
84 FRONT STREET
NEW BEDFORD, MA 02740

Dear Limited Access Northeast Multispecies Permit Holder:

On September 12, 2012, the Department of Commerce determined that a commercial fishery failure due to a fishing resource disaster would exist for the "Northeast Multispecies (Groundfish) Fishery" for the 2013 fishing year in the states of Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York. As part of the 2014 fiscal year budget, Congress approved \$75 million in fishery disaster aid, of which about \$33 million will be distributed to the states affected by the northeast groundfish disaster. The fishery directors from these states, in partnership with NOAA, recently announced a consensus plan to distribute the disaster funds. This plan allocates about \$11 million to be distributed as direct assistance to northeast multispecies limited access permit holders from these states whose vessel(s) landed at least 5,000 pounds of northeast multispecies in any one of the past four fishing years (FY 2010-2013). A northeast multispecies limited access permit holder might be eligible to receive as much as \$32,500 for each qualifying permit.

This letter is to inform you that we have made a preliminary determination that you might be eligible for a direct assistance payment based on the reported landings history of the limited access northeast multispecies permitted vessel named above. The preliminary eligibility of your vessel is based on reports that your vessel landed at least 5,000 lbs. of the following regulated northeast multispecies, which were allocated to sector and common pool vessels, in any one of the 2010-2013 fishing years: cod, haddock, yellowtail flounder, American plaice, witch flounder, winter flounder, redfish, white hake, and pollock.

There may be additional requirements or criteria applied by the states that must be met before a disbursement may be made. If you meet all requirements, once disaster funds have been distributed to the states, your payment will be made by the Commonwealth of Massachusetts based on the homeport state indicated on your fishing year 2013 northeast multispecies permit as of April 30, 2014. If your permit is in a confirmation of permit history (CPH), the payment will be based upon the state listed on the most recent address associated with the CPH.

The disaster funds will be distributed to the states as grants. We are working closely with the states to complete required reviews of state grant applications and spend plans to distribute the funds as quickly as possible. NOAA expects to make these awards in the fall.

EXHIBIT 7

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: <u>ATHENA FISHING CORP</u> (and d/b/a): <u>F/V ATHENA</u>	COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries MMARS Department Code: FWE
Legal Address: (W-9, W-4, T&C): <u>84 FRONT ST. N.B. MA 02114</u>	Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114
Contract Manager: <u>CARLOS RAFAEL</u>	Billing Address (if different):
E-Mail: <u>HOWE@JARDINDAWSON.COM</u>	Contract Manager: Melanie Griffin
Phone: <u>508-992-3334</u> Fax: <u>508-992-3359</u>	E-Mail: <u>Melanie.griffin@state.ma.us</u>
Contractor Vendor Code:	Phone: 617.626.1528 Fax: 617.626.1509
Vendor Code Address ID (e.g. "AD001"): AD _____ (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): CTOPENORDERGFISHDIRAID
X NEW CONTRACT	CONTRACT AMENDMENT
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	Enter Current Contract End Date <u>Prior</u> to Amendment: _____ 20____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (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. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> 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. <input type="checkbox"/> <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new Total</u> if Contract is being amended). \$ <u>32,500</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 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 <u>Prompt Pay Discounts Policy</u> .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: MA DMF is contracting with the named entity to process a one-time payment of \$32,500 in federal disaster assistance grant funds per their qualification with NMFS as an eligible recipient of direct aid. As part of a greater consensus framework among NMFS and the state fishery directors from Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York for distribution of \$32.8 in federal disaster aid monies, the Commonwealth has contracted with NMFS to distribute \$6,272,500 to 193 federal limited access groundfish permit holders pre-qualified by NMFS.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> 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>June 30, 2015</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) of 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>[Signature]</u> Date: <u>8.26.14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>CARLOS RAFAEL</u> Print Title: <u>PRESIDENT</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kevin Creighton</u> Print Title: <u>Chief Fiscal Officer</u>

0017 1/25 27 2014

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: <u>B & D FISHING COCP</u> (and d/b/a): <u>FIV BULL DOG</u>	COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries MMARS Department Code: FWE
Legal Address: (W-9, W-4, T&C): <u>84 FRONT ST, N.B. MA 02740</u>	Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114
Contract Manager: <u>CARLOS RAFAEL</u>	Billing Address (if different):
E-Mail: <u>ANNE E JARDINE DAWSON.COM</u>	Contract Manager: Melanie Griffin
Phone: <u>508-992-3334</u> Fax: <u>508-992-3359</u>	E-Mail: <u>Melanie.griffin@state.ma.us</u>
Contractor Vendor Code:	Phone: 617.626.1528 Fax: 617.626.1509
Vendor Code Address ID (e.g. "AD001"): AD _____ (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): CTOPENORDERGFISHDIRAID RFR/Procurement or Other ID Number:
<p style="text-align: center;"><u>X</u> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;">_____ CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: _____ 20____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (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. <input checked="" type="checkbox"/> 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. <input type="checkbox"/> <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>32,500</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 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: MA DMF is contracting with the named entity to process a one-time payment of \$32,500 in federal disaster assistance grant funds per their qualification with NMFS as an eligible recipient of direct aid. As part of a greater consensus framework among NMFS and the state fishery directors from Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York for distribution of \$32.8 in federal disaster aid monies, the Commonwealth has contracted with NMFS to distribute \$6,272,500 to 193 federal limited access groundfish permit holders pre-qualified by NMFS.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> 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>June 30, 2015</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 801-CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> (Date: <u>6-26-14</u>) (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>CARLOS RAFAEL</u> Print Title: <u>PRESIDENT</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kevin Creighton</u> Print Title: <u>Chief Fiscal Officer</u>

AUG 27 2014

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: <u>BRAVA FISHING CORP</u> (and d/b/a): <u>F/V MY WAY</u>	COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries MMARS Department Code: FWE
Legal Address: (W-9, W-4, T&C): <u>84 FRONT ST N.B. MA 02740</u>	Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114
Contract Manager: <u>CARLOS RAFAEL</u>	Billing Address (if different):
E-Mail: <u>ANNE C JARDIN DAWSON.COM</u>	Contract Manager: Melanie Griffin
Phone: <u>508-992-3334</u> Fax: <u>508-992-3359</u>	E-Mail: <u>Melanie.griffin@state.ma.us</u>
Contractor Vendor Code:	Phone: 617.626.1528 Fax: 617.626.1509
Vendor Code Address ID (e.g. "AD001"): AD (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): CTOPENORDERGFISHDIRAID RFR/Procurement or Other ID Number:

<p style="text-align: center;">X NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;">CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: _____ <u>20</u> _____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (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). \$ 32,500

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: MA DMF is contracting with the named entity to process a one-time payment of \$32,500 in federal disaster assistance grant funds per their qualification with NMFS as an eligible recipient of direct aid. As part of a greater consensus framework among NMFS and the state fishery directors from Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York for distribution of \$32.8 in federal disaster aid monies, the Commonwealth has contracted with NMFS to distribute \$6,272,500 to 193 federal limited access groundfish permit holders pre-qualified by NMFS.

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 June 30, 2015, 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: <u>[Signature]</u> (SOD) Date: <u>8-26-14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>CARLOS RAFAEL</u> Print Title: <u>PRESIDENT</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kevin Creighton</u> Print Title: <u>Chief Fiscal Officer</u>
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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: <u>C & V FISHING CORP</u> (and d/b/a): <u>F/V IHA do CORVO</u> Legal Address: (W-9, W-4,T&C): <u>84 FRONT ST, N.B. MA 02740</u> Contract Manager: <u>CARLOS RAFAEL</u> E-Mail: <u>ANNE @ JARDINS DAWSON . COM</u> Phone: <u>508-992-3334</u> Fax: <u>508-992-3359</u> Contractor Vendor Code: _____ Vendor Code Address ID (e.g. "AD001"): <u>AD</u> (Note: The Address ID Must be set up for EFT payments.)	COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries MMARS Department Code: FWE Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114 Billing Address (if different): _____ Contract Manager: Melanie Griffin E-Mail: <u>Melanie.griffin@state.ma.us</u> Phone: 617.626.1528 Fax: 617.626.1509 MMARS Doc ID(s): CTOPEORDERGFISHDIRAID RFR/Procurement or Other ID Number: _____
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<p style="text-align: center;">X NEW CONTRACT</p> 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) <input checked="" type="checkbox"/> <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 Employment Status Form, scope, budget) ___ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;">CONTRACT AMENDMENT</p> 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). \$ 32,500

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: MA DMF is contracting with the named entity to process a one-time payment of \$32,500 in federal disaster assistance grant funds per their qualification with NMFS as an eligible recipient of direct aid. As part of a greater consensus framework among NMFS and the state fishery directors from Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York for distribution of \$32.8 in federal disaster aid monies, the Commonwealth has contracted with NMFS to distribute \$6,272,500 to 193 federal limited access groundfish permit holders pre-qualified by NMFS.

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 June 30, 2015, 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, or 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 804 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>8.26.14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>CARLOS RAFAEL</u> Print Title: <u>PRESIDENT</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kevin Creighton</u> Print Title: <u>Chief Fiscal Officer</u>
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COPY

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CONTRACTOR LEGAL NAME: (and d/b/a): <u>LADY PATRICIA INC</u>	COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries MMARS Department Code: FWE
Legal Address: (W-9, W-4, T&C): <u>84 FRONT ST N.B. MA.</u>	Business Mailing Address: <u>251 Causeway Street, Suite 400, Boston, MA 02114</u>
Contract Manager: <u>CARLOS RAFAEL</u>	Billing Address (if different):
E-Mail: <u>ANNE.C.JARDIN@DAWSON.COM</u>	Contract Manager: Melanie Griffin
Phone: <u>508-992-3334</u> Fax: <u>508-992-3334</u>	E-Mail: <u>Melanie.griffin@state.ma.us</u>
Contractor Vendor Code:	Phone: 617.626.1528 Fax: 617.626.1509
Vendor Code Address ID (e.g. "AD001"): AD (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): CTOPENORDERGFISHDIRAID RFR/Procurement or Other ID Number:
<p style="text-align: center;">X NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;">CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: _____ 20____ Enter Amendment Amount: \$ _____ (or "no change") _____ AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (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. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> 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. <input type="checkbox"/> <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new Total</u> if Contract is being amended). \$ <u>32,500</u>	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 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: MA DMF is contracting with the named entity to process a one-time payment of \$32,500 in federal disaster assistance grant funds per their qualification with NMFS as an eligible recipient of direct aid. As part of a greater consensus framework among NMFS and the state fishery directors from Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York for distribution of \$32.8 in federal disaster aid monies, the Commonwealth has contracted with NMFS to distribute \$6,272,500 to 193 federal limited access groundfish permit holders pre-qualified by NMFS.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> 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>June 30, 2015</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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> (Contractor) Date: <u>8-26-14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>CARLOS RAFAEL</u> Print Title: <u>PRESIDENT</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kevin Creighton</u> Print Title: <u>Chief Fiscal Officer</u>

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AUG 27 2014

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: (and d/b/a): <u>NOAH, LLC</u>		COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries MMARS Department Code: FWE	
Legal Address: (W-9, W-4, T&C): <u>84 FRONT ST, N. B. MA 02740</u>		Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114	
Contract Manager: <u>CARLOS RAFAEL</u>		Billing Address (if different):	
E-Mail: <u>ANNE E JARDIN DAWSON, COM</u>		Contract Manager: Melanie Griffin	
Phone: <u>508-992-3334</u> Fax: <u>508-992-3359</u>		E-Mail: <u>Melanie.griffin@state.ma.us</u>	
Contractor Vendor Code:		Phone: 617.626.1528	Fax: 617.626.1509
Vendor Code Address ID (e.g. "AD001"): AD _____ (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CTOPENORDERGFISHDIRAID	
X NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment _____ 20____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (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. <input checked="" type="checkbox"/> 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. <input type="checkbox"/> <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <i>new Total</i> if Contract is being amended). \$ <u>32,500</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 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: MA DMF is contracting with the named entity to process a one-time payment of \$32,500 in federal disaster assistance grant funds per their qualification with NMFS as an eligible recipient of direct aid. As part of a greater consensus framework among NMFS and the state fishery directors from Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York for distribution of \$32.8 in federal disaster aid monies, the Commonwealth has contracted with NMFS to distribute \$6,272,500 to 193 federal limited access groundfish permit holders pre-qualified by NMFS.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> 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>June 30, 2015</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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>8-26-14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>CARLOS RAFAEL</u> Print Title: <u>MEMBER</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kevin Creighton</u> Print Title: <u>Chief Fiscal Officer</u>	

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CONTRACTOR LEGAL NAME: <u>R+P FISHING CORP</u> (and d/b/a): <u>F/V COWBOY</u>	COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries MMARS Department Code: FWE
Legal Address: (W-9, W-4, T&C): <u>84 FRONT ST N.B. MA 02114</u>	Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114
Contract Manager: <u>CARLOS RAFAEL</u>	Billing Address (if different):
E-Mail: <u>ANNE e JARDIN DAWSON.COM</u>	Contract Manager: Melanie Griffin
Phone: <u>508-992-3334</u> Fax: <u>508-992-3359</u>	E-Mail: <u>Melanie.griffin@state.ma.us</u>
Contractor Vendor Code:	Phone: 617.626.1528 Fax: 617.626.1509
Vendor Code Address ID (e.g. "AD001"): AD _____ (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): CTOPEORDERGFISHDIRAID
	RFR/Procurement or Other ID Number:

<p style="text-align: center;">X NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;">CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment _____ 20 _____</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)</p>
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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). \$ 32,500

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: MA DMF is contracting with the named entity to process a one-time payment of \$32,500 in federal disaster assistance grant funds per their qualification with NMFS as an eligible recipient of direct aid. As part of a greater consensus framework among NMFS and the state fishery directors from Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York for distribution of \$32.8 in federal disaster aid monies, the Commonwealth has contracted with NMFS to distribute \$6,272,500 to 193 federal limited access groundfish permit holders pre-qualified by NMFS.

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 June 30, 2015, 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: [Signature] Date: 8.26.14
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: CARLOS RAFAEL
 Print Title: PRESIDENT

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
 X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Kevin Creighton
 Print Title: Chief Fiscal Officer

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: (and d/b/a): <u>VILA FISHING CORP</u>	COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries	
Legal Address: (W-9, W-4, T&C): <u>84 FRONT ST. N.B. MA 02740</u>	MMARS Department Code: FWE	
Contract Manager: <u>CARLOS RAFAEL</u>	Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114	
E-Mail: <u>ANNE E. JARDIN DAUNSON @ COM</u>	Billing Address (if different):	
Phone: <u>508-992-3334</u> Fax: <u>508-992-3359</u>	Contract Manager: Melanie Griffin	
Contractor Vendor Code:	Phone: 617.626.1528	Fax: 617.626.1509
Vendor Code Address ID (e.g. "AD001"): AD _____	MMARS Doc ID(s): CTOPEORDERGFISHDIRAID	
(Note: The Address Id Must be set up for EFTI payments.)	RFR/Procurement or Other ID Number:	

X NEW CONTRACT	___ CONTRACT AMENDMENT
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)	Enter Current Contract End Date <u>Prior</u> to Amendment: _____ 20 _____
<input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)	Enter Amendment Amount: \$ _____ (or "no change") _____
<input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)	AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)
<input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)	<input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)
<input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)	<input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)
<input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget)	<input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)
<input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> <u>Legislative/Legal or Other:</u> (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.)
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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.)

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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.

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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: [Signature] Date: 8-26-14
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: CARLOS RAFAEL
 Print Title: PRESIDENT

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Kevin Creighton
 Print Title: Chief Fiscal Officer

COPY

AUG 27 2014

EXHIBIT 8



Paul J. Diodati
Director

Commonwealth of Massachusetts

Division of Marine Fisheries

251 Causeway Street, Suite 400

Boston, Massachusetts 02114

(617)626-1520

fax (617)626-1509



Deval Patrick
Governor
Maeve Vallely Bartlett
Secretary
Mary B. Griffin
Commissioner

October 10, 2014

ATHENA FISHING CORP
84 FRONT STREET
NEW BEDFORD, MA 02740

RE: Federal Groundfish Disaster Aid

Dear Permit Holder,

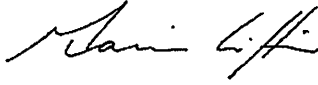
The Massachusetts Division of Marine Fisheries (DMF) is writing to inform you of a change in the amount of Phase I Disaster Aid relief funds that will be paid to you. As NMFS notified you in your initial pre-qualification letter, the states may apply additional requirements or criteria in deciding how to allocate the Phase I funds. As explained in more detail in the enclosed policy, the Commonwealth has determined that a cap on the total amount of funds that any one single entity may receive under the Phase 1 program is necessary to ensure that these limited public funds are distributed to the greatest number of eligible fishermen, crew and communities affected by the groundfish disaster. More specifically, the cap limits any "Single Entity," as determined by DMF, from receiving Phase 1 funds in excess of \$354,198, which represents the average, annual revenue earned by an active vessel from groundfish trips during the fishing years (FY) 2009 to 2012.

Based on the review of NMFS' pre-qualification list and contract and other documentation applicable to you and other relevant permit holders, the Commonwealth has determined that 19 eligible entities, including F/V ATHENA (NMFS Permit # 410604), are attributable to a Single Entity, as defined in the cap policy. Accordingly, the above referenced funding cap of \$354,198 applies to this Single Entity, which has been allocated in equal payments of \$18,642 to F/V ATHENA (NMFS Permit # 410604) and the other 18 permits attributable to this Single Entity.

In order to receive your payment of \$18,642, please complete the enclosed Commonwealth of Massachusetts Standard Contract by filling out the bottom left "Authorizing Signature for the Contractor" and return it to DMF in the enclosed envelope. Once the completed Contract is received by DMF, we will promptly process it for payment to you.

If you have any questions regarding filling out the contract form please contact Samantha Andrews at 617.626.1564. I can be reached directly at 617.626.1528 with any other questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Melanie Griffin". The signature is fluid and cursive, with a large initial "M" and a long, sweeping underline.

Melanie Griffin
Fishery Policy Analyst



Paul J. Diodati
Director

Commonwealth of Massachusetts

Division of Marine Fisheries

251 Causeway Street, Suite 400

Boston, Massachusetts 02114

(617)626-1520

fax (617)626-1509



Deval Patrick
Governor
Maeve Vallely Bartlett
Secretary
Mary B. Griffin
Commissioner

October 10, 2014

B & D FISHING CORP
84 FRONT STREET
NEW BEDFORD, MA 02740

RE: Federal Groundfish Disaster Aid

Dear Permit Holder,

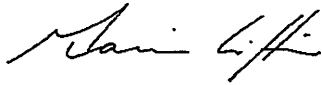
The Massachusetts Division of Marine Fisheries (DMF) is writing to inform you of a change in the amount of Phase I Disaster Aid relief funds that will be paid to you. As NMFS notified you in your initial pre-qualification letter, the states may apply additional requirements or criteria in deciding how to allocate the Phase I funds. As explained in more detail in the enclosed policy, the Commonwealth has determined that a cap on the total amount of funds that any one single entity may receive under the Phase I program is necessary to ensure that these limited public funds are distributed to the greatest number of eligible fishermen, crew and communities affected by the groundfish disaster. More specifically, the cap limits any "Single Entity," as determined by DMF, from receiving Phase I funds in excess of \$354,198, which represents the average, annual revenue earned by an active vessel from groundfish trips during the fishing years (FY) 2009 to 2012.

Based on the review of NMFS' pre-qualification list and contract and other documentation applicable to you and other relevant permit holders, the Commonwealth has determined that 19 eligible entities, including F/V BULLDOG (NMFS Permit # 410471), are attributable to a Single Entity, as defined in the cap policy. Accordingly, the above referenced funding cap of \$354,198 applies to this Single Entity, which has been allocated in equal payments of \$18,642 to F/V BULLDOG (NMFS Permit # 410471) and the other 18 permits attributable to this Single Entity.

In order to receive your payment of \$18,642, please complete the enclosed Commonwealth of Massachusetts Standard Contract by filling out the bottom left "Authorizing Signature for the Contractor" and return it to DMF in the enclosed envelope. Once the completed Contract is received by DMF, we will promptly process it for payment to you.

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Sincerely,

A handwritten signature in cursive script, appearing to read "Melanie Griffin".

Melanie Griffin
Fishery Policy Analyst



Paul J. Diodati
Director

Commonwealth of Massachusetts

Division of Marine Fisheries

251 Causeway Street, Suite 400

Boston, Massachusetts 02114

(617)626-1520

fax (617)626-1509



Deval Patrick
Governor
Maeve Vallely Bartlett
Secretary
Mary B. Griffin
Commissioner

October 10, 2014

BRAVA FISHING CORP
84 FRONT STREET
NEW BEDFORD, MA 02740

RE: Federal Groundfish Disaster Aid

Dear Permit Holder,

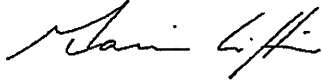
The Massachusetts Division of Marine Fisheries (DMF) is writing to inform you of a change in the amount of Phase I Disaster Aid relief funds that will be paid to you. As NMFS notified you in your initial pre-qualification letter, the states may apply additional requirements or criteria in deciding how to allocate the Phase I funds. As explained in more detail in the enclosed policy, the Commonwealth has determined that a cap on the total amount of funds that any one single entity may receive under the Phase I program is necessary to ensure that these limited public funds are distributed to the greatest number of eligible fishermen, crew and communities affected by the groundfish disaster. More specifically, the cap limits any "Single Entity," as determined by DMF, from receiving Phase I funds in excess of \$354,198, which represents the average, annual revenue earned by an active vessel from groundfish trips during the fishing years (FY) 2009 to 2012.

Based on the review of NMFS' pre-qualification list and contract and other documentation applicable to you and other relevant permit holders, the Commonwealth has determined that 19 eligible entities, including F/V MY WAY (NMFS Permit # 330309), are attributable to a Single Entity, as defined in the cap policy. Accordingly, the above referenced funding cap of \$354,198 applies to this Single Entity, which has been allocated in equal payments of \$18,642 to F/V MY WAY (NMFS Permit # 330309) and the other 18 permits attributable to this Single Entity.

In order to receive your payment of \$18,642, please complete the enclosed Commonwealth of Massachusetts Standard Contract by filling out the bottom left "Authorizing Signature for the Contractor" and return it to DMF in the enclosed envelope. Once the completed Contract is received by DMF, we will promptly process it for payment to you.

If you have any questions regarding filling out the contract form please contact Samantha Andrews at 617.626.1564. I can be reached directly at 617.626.1528 with any other questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Melanie Griffin". The signature is fluid and cursive, with the first name being more prominent.

Melanie Griffin
Fishery Policy Analyst



Paul J. Diodati
Director

Commonwealth of Massachusetts

Division of Marine Fisheries

251 Causeway Street, Suite 400

Boston, Massachusetts 02114

(617)626-1520

fax (617)626-1509



Deval Patrick
Governor
Maeve Vallely Bartlett
Secretary
Mary B. Griffin
Commissioner

October 10, 2014

C & V FISHING CORP
84 FRONT STREET
NEW BEDFORD, MA 02740

RE: Federal Groundfish Disaster Aid

Dear Permit Holder,

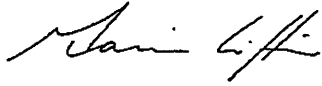
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Based on the review of NMFS' pre-qualification list and contract and other documentation applicable to you and other relevant permit holders, the Commonwealth has determined that 19 eligible entities, including F/V ILHA DO CORVO (NMFS Permit # 410104), are attributable to a Single Entity, as defined in the cap policy. Accordingly, the above referenced funding cap of \$354,198 applies to this Single Entity, which has been allocated in equal payments of \$18,642 to F/V ILHA DO CORVO (NMFS Permit # 410104) and the other 18 permits attributable to this Single Entity.

In order to receive your payment of \$18,642, please complete the enclosed Commonwealth of Massachusetts Standard Contract by filling out the bottom left "Authorizing Signature for the Contractor" and return it to DMF in the enclosed envelope. Once the completed Contract is received by DMF, we will promptly process it for payment to you.

If you have any questions regarding filling out the contract form please contact Samantha Andrews at 617.626.1564. I can be reached directly at 617.626.1528 with any other questions or concerns.

Sincerely,

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Melanie Griffin
Fishery Policy Analyst



Paul J. Diodati
Director

Commonwealth of Massachusetts

Division of Marine Fisheries

251 Causeway Street, Suite 400

Boston, Massachusetts 02114

(617)626-1520

fax (617)626-1509



Deval Patrick
Governor
Maeve Vallely Bartlett
Secretary
Mary B. Griffin
Commissioner

October 10, 2014

LADY PATRICIA INC
84 FRONT STREET
NEW BEDFORD, MA 02740

RE: Federal Groundfish Disaster Aid

Dear Permit Holder,

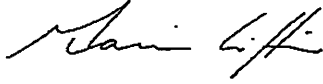
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Based on the review of NMFS' pre-qualification list and contract and other documentation applicable to you and other relevant permit holders, the Commonwealth has determined that 19 eligible entities, including F/V LADY PATRICIA (NMFS Permit # 330200), are attributable to a Single Entity, as defined in the cap policy. Accordingly, the above referenced funding cap of \$354,198 applies to this Single Entity, which has been allocated in equal payments of \$18,642 to F/V LADY PATRICIA (NMFS Permit # 330200) and the other 18 permits attributable to this Single Entity.

In order to receive your payment of \$18,642, please complete the enclosed Commonwealth of Massachusetts Standard Contract by filling out the bottom left "Authorizing Signature for the Contractor" and return it to DMF in the enclosed envelope. Once the completed Contract is received by DMF, we will promptly process it for payment to you.

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Sincerely,

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Melanie Griffin
Fishery Policy Analyst



Paul J. Diodati
Director

Commonwealth of Massachusetts

Division of Marine Fisheries

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Boston, Massachusetts 02114

(617)626-1520

fax (617)626-1509



Deval Patrick
Governor
Maeve Vallely Bartlett
Secretary
Mary B. Griffin
Commissioner

October 10, 2014

NOAH LLC
84 FRONT STREET
NEW BEDFORD, MA 02740

RE: Federal Groundfish Disaster Aid

Dear Permit Holder,

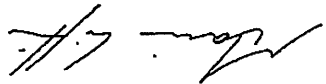
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Based on the review of NMFS' pre-qualification list and contract and other documentation applicable to you and other relevant permit holders, the Commonwealth has determined that 19 eligible entities, including F/V DESTINY (NMFS Permit # 330764), are attributable to a Single Entity, as defined in the cap policy. Accordingly, the above referenced funding cap of \$354,198 applies to this Single Entity, which has been allocated in equal payments of \$18,642 to F/V DESTINY (NMFS Permit # 330764) and the other 18 permits attributable to this Single Entity.

In order to receive your payment of \$18,642, please complete the enclosed Commonwealth of Massachusetts Standard Contract by filling out the bottom left "Authorizing Signature for the Contractor" and return it to DMF in the enclosed envelope. Once the completed Contract is received by DMF, we will promptly process it for payment to you.

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Sincerely,



Melanie Griffin
Fishery Policy Analyst



Paul J. Diodati
Director

Commonwealth of Massachusetts

Division of Marine Fisheries

251 Causeway Street, Suite 400

Boston, Massachusetts 02114

(617)626-1520

fax (617)626-1509



Deval Patrick
Governor
Maeve Vallely Bartlett
Secretary
Mary B. Griffin
Commissioner

October 10, 2014

R & P FISHING CORPORATION
84 FRONT STREET
NEW BEDFORD, MA 02740

RE: Federal Groundfish Disaster Aid

Dear Permit Holder,


The Massachusetts Division of Marine Fisheries (DMF) is writing to inform you of a change in the amount of Phase I Disaster Aid relief funds that will be paid to you. As NMFS notified you in your initial pre-qualification letter, the states may apply additional requirements or criteria in deciding how to allocate the Phase I funds. As explained in more detail in the enclosed policy, the Commonwealth has determined that a cap on the total amount of funds that any one single entity may receive under the Phase I program is necessary to ensure that these limited public funds are distributed to the greatest number of eligible fishermen, crew and communities affected by the groundfish disaster. More specifically, the cap limits any "Single Entity," as determined by DMF, from receiving Phase I funds in excess of \$354,198, which represents the average, annual revenue earned by an active vessel from groundfish trips during the fishing years (FY) 2009 to 2012.

Based on the review of NMFS' pre-qualification list and contract and other documentation applicable to you and other relevant permit holders, the Commonwealth has determined that 19 eligible entities, including F/V COWBOY (NMFS Permit # 410335), are attributable to a Single Entity, as defined in the cap policy. Accordingly, the above referenced funding cap of \$354,198 applies to this Single Entity, which has been allocated in equal payments of \$18,642 to F/V COWBOY (NMFS Permit # 410335) and the other 18 permits attributable to this Single Entity.

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Sincerely,



Melanie Griffin
Fishery Policy Analyst



Paul J. Diodati
Director

Commonwealth of Massachusetts

Division of Marine Fisheries

251 Causeway Street, Suite 400

Boston, Massachusetts 02114

(617)626-1520

fax (617)626-1509



Deval Patrick
Governor
Maeve Vallely Bartlett
Secretary
Mary B. Griffin
Commissioner

October 10, 2014

SASHA LEE INC
114 MACARTHUR DRIVE
NEW BEDFORD, MA 02740

RE: Federal Groundfish Disaster Aid

Dear Permit Holder,

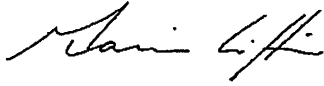
The Massachusetts Division of Marine Fisheries (DMF) is writing to inform you of a change in the amount of Phase I Disaster Aid relief funds that will be paid to you. As NMFS notified you in your initial pre-qualification letter, the states may apply additional requirements or criteria in deciding how to allocate the Phase I funds. As explained in more detail in the enclosed policy, the Commonwealth has determined that a cap on the total amount of funds that any one single entity may receive under the Phase I program is necessary to ensure that these limited public funds are distributed to the greatest number of eligible fishermen, crew and communities affected by the groundfish disaster. More specifically, the cap limits any "Single Entity," as determined by DMF, from receiving Phase I funds in excess of \$354,198, which represents the average, annual revenue earned by an active vessel from groundfish trips during the fishing years (FY) 2009 to 2012.

Based on the review of NMFS' pre-qualification list and contract and other documentation applicable to you and other relevant permit holders, the Commonwealth has determined that 19 eligible entities, including F/V SASHA LEE (NMFS Permit # 330795), are attributable to a Single Entity, as defined in the cap policy. Accordingly, the above referenced funding cap of \$354,198 applies to this Single Entity, which has been allocated in equal payments of \$18,642 to F/V SASHA LEE (NMFS Permit # 330795) and the other 18 permits attributable to this Single Entity.

In order to receive your payment of \$18,642, please complete the enclosed Commonwealth of Massachusetts Standard Contract by filling out the bottom left "Authorizing Signature for the Contractor" and return it to DMF in the enclosed envelope. Once the completed Contract is received by DMF, we will promptly process it for payment to you.

If you have any questions regarding filling out the contract form please contact Samantha Andrews at 617.626.1564. I can be reached directly at 617.626.1528 with any other questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Melanie Griffin". The signature is fluid and cursive, with a large initial "M" and a long, sweeping underline.

Melanie Griffin
Fishery Policy Analyst



Paul J. Diodati
Director

Commonwealth of Massachusetts

Division of Marine Fisheries

251 Causeway Street, Suite 400

Boston, Massachusetts 02114

(617)626-1520

fax (617)626-1509



Deval Patrick
Governor
Maevie Valley Bartlett
Secretary
Mary B. Griffin
Commissioner

October 10, 2014

VILA FISHING CORP
84 FRONT STREET
NEW BEDFORD, MA 02740

RE: Federal Groundfish Disaster Aid

Dear Permit Holder,

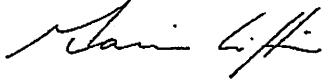
The Massachusetts Division of Marine Fisheries (DMF) is writing to inform you of a change in the amount of Phase I Disaster Aid relief funds that will be paid to you. As NMFS notified you in your initial pre-qualification letter, the states may apply additional requirements or criteria in deciding how to allocate the Phase I funds. As explained in more detail in the enclosed policy, the Commonwealth has determined that a cap on the total amount of funds that any one single entity may receive under the Phase I program is necessary to ensure that these limited public funds are distributed to the greatest number of eligible fishermen, crew and communities affected by the groundfish disaster. More specifically, the cap limits any "Single Entity," as determined by DMF, from receiving Phase I funds in excess of \$354,198, which represents the average, annual revenue earned by an active vessel from groundfish trips during the fishing years (FY) 2009 to 2012.

Based on the review of NMFS' pre-qualification list and contract and other documentation applicable to you and other relevant permit holders, the Commonwealth has determined that 19 eligible entities, including F/V VILA NOVA DO CORVO I (NMFS Permit # 410590), are attributable to a Single Entity, as defined in the cap policy. Accordingly, the above referenced funding cap of \$354,198 applies to this Single Entity, which has been allocated in equal payments of \$18,642 to F/V VILA NOVA DO CORVO I (NMFS Permit # 410590) and the other 18 permits attributable to this Single Entity.

In order to receive your payment of \$18,642, please complete the enclosed Commonwealth of Massachusetts Standard Contract by filling out the bottom left "Authorizing Signature for the Contractor" and return it to DMF in the enclosed envelope. Once the completed Contract is received by DMF, we will promptly process it for payment to you.

If you have any questions regarding filling out the contract form please contact Samantha Andrews at 617.626.1564. I can be reached directly at 617.626.1528 with any other questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Melanie Griffin". The signature is fluid and cursive, with a prominent initial "M" and a long, sweeping underline.

Melanie Griffin
Fishery Policy Analyst



Paul J. Diodati
Director

Commonwealth of Massachusetts

Division of Marine Fisheries

251 Causeway Street, Suite 400

Boston, Massachusetts 02114

(617)626-1520

fax (617)626-1509



Deval Patrick
Governor

Maeve Vallely Bartlett

Secretary

Mary B. Griffin

Commissioner

Phase 1 Groundfish Disaster Relief Assistance Cap on the Amount of Assistance that may be Received by a Single Entity

Background

On September 12, 2012, the Department of Commerce declared a groundfish disaster for the Northeast Multispecies Fishery for the 2013 fishing year in the states of Massachusetts, Maine, New Hampshire, Rhode Island, Connecticut and New York. The request for this disaster declaration was made by Governor Patrick and other elected officials in response to the documented economic hardships faced by the Northeast groundfish industry. As part of the FY 2014 federal budget, Congress approved \$75 million in fishery disaster aid, of which \$32.8 million is to be distributed as grant funds to the above states affected by the Northeast groundfish disaster. Under the May 2014 distribution plan agreed to by the New England states, in partnership with NOAA, the Commonwealth of Massachusetts will receive a total of \$14.5 million, to be distributed in two phases:

- \$6.3 million in direct subsidies to pre-identified active commercial groundfishermen (Phase 1) ; and
- \$8.2 million to fund additional assistance strategies in a state program (Phase 2).

Under Phase 1, permit holders whose vessel(s) landed at least 5,000 pounds of groundfish in any one of the past four fishing years (FY 2010-2013) are eligible to receive as much as \$32,500 for each qualifying Moratorium Rights Identifier (MRI)¹. The National Marine Fisheries Service (NMFS) allows a state's funding allocation plan to be more restrictive than the federal criteria, which may include a state's imposition of a cap on the total amount of aid that any one single entity may receive under the Phase 1 program. For the reasons summarized below, the Commonwealth has determined that such a cap is a necessary component of its Phase 1 funding allocation program.

The Phase 1 Cap

Justification

Although the Commonwealth is receiving the majority of the disaster relief funds allocated to the Northeast states, this amount is still not enough to make financially whole all of the potentially eligible Massachusetts groundfishermen and communities impacted by the fisheries disaster.

¹ A Moratorium Rights Identifier (MRI) is a unique NMFS-issued number that identifies the unique permit history that qualifies for a specific groundfish quota. Only a single MRI can be assigned to a permitted vessel. NMFS qualified eligible permit holders in Phase 1 at the MRI level.

Moreover, it is not uncommon for a single fisherman to have a common ownership interest in multiple permitted vessels that are attributed to different legal owners such as corporations. As was the case with the federal disaster aid program administered by the Commonwealth in 2008, a cap on the total funding received by a single entity is necessary to ensure that the limited funds allocated to the Commonwealth are distributed to the greatest number of eligible fishermen, crew and communities affected by the groundfish disaster. Consistent with the objectives of these federal disaster relief funds, the application of a funding cap also promotes the Commonwealth's goals of minimizing socio-economic impacts on the Commonwealth's fishing industry and communities and effectuating an equitable distribution of access to our fisheries.

Definition of "Single Entity"

For the purposes of the cap, a "single entity" means the existence of a common ownership interest, as determined by DMF, in two or more eligible permits that warrants attributing such permits to a single "owner," notwithstanding that the permits may be held in the name of separate corporations or other legal owners. In making such a determination, DMF will consider all relevant information including, but is not limited to:

- the name of the holder of permits issued by the National Marine Fisheries Service (NMFS) and/or DMF associated with the eligible Moratorium Right Identification (MRI) landings history data;
- the existence of a common ownership interest in two or more entities based on a review of the articles of incorporation and/or other corporation documents on file with the Commonwealth of Massachusetts's Corporation Database;
- the identity of the sector member on the associated sector operations plan for the eligible MRI;
- the identity of the vendor on the state contract pursuant to DMF will distribute the Phase 1 funds to an eligible entity;
- whether two or more legal owners seeking assistance are members of the same family household.

The Amount and Application of the Phase 1 Cap

No single entity, as determined by DMF, may receive Phase 1 disaster aid in excess of an amount equivalent to \$354,198, which also translates to a payment of up to \$32,500 for 10.9 eligible MRIs attributed to a single entity. This \$354,198 cap amount represents the average, annual revenue earned by an active vessel from groundfish trips during the fishing years (FY) 2009 to 2012, excluding skiffs (i.e. vessels <30' in length), and is derived from data in the "2012 Final Report on the Performance of the Northeast Multispecies (groundfish) Fishery (May 2012 – April 2013)".

If a single entity has 10.9 eligible MRIs or less, it will receive \$32,500 in disaster relief funds for each MRI. If a single entity has more than 10.9 eligible MRIs, each of those MRIs will be allocated an equal payment of less than \$32,500, with the total amount paid to the single entity not to exceed the cap of \$354,198.

EXHIBIT 9

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: <u>ATHENA FISHING CORP</u> (and d/b/a): <u>F/V ATHENA</u>		COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries MMARS Department Code: <u>FWE</u>	
Legal Address: (W-9, W-4,T&C): <u>84 FRONT ST. N.B. NA 02114</u>		Business Mailing Address: <u>251 Causeway Street, Suite 400, Boston, MA 02114</u>	
Contract Manager: <u>CARLOS RAFAEL</u>		Billing Address (if different):	
E-Mail: <u>HANE E JARDIN DAUSON, COM</u>		Contract Manager: <u>Melanie Griffin</u>	
Phone: <u>508-992-3334</u> Fax: <u>508-992-3359</u>		E-Mail: <u>Melanie.griffin@state.ma.us</u>	
Contractor Vendor Code:		Phone: <u>617.626.1528</u> Fax: <u>617.626.1509</u>	
Vendor Code Address ID (e.g. "AD001"): <u>AD</u> (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): <u>CTOPENORDERGFISHDIRAID</u>	
		FR/Procurement or Other ID Number:	

<input checked="" type="checkbox"/> NEW CONTRACT	<input type="checkbox"/> CONTRACT AMENDMENT
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	Enter Current Contract End Date <u>Prior</u> to Amendment <u>20</u> Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> 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 new Total if Contract is being amended). \$ 32,500

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: MA DMF is contracting with the named entity to process a one-time payment of \$32,500 in federal disaster assistance grant funds per their qualification with NMFS as an eligible recipient of direct aid. As part of a greater consensus framework among NMFS and the state fishery directors from Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York for distribution of \$32.8 in federal disaster aid monies, the Commonwealth has contracted with NMFS to distribute \$6,272,500 to 193 federal limited access groundfish permit holders pre-qualified by NMFS.

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 June 30, 2015, 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) of 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: <u>[Signature]</u> Date: <u>10-26-14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>CARLOS RAFAEL</u> Print Title: <u>PRESIDENT</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kevin Creighton</u> Print Title: <u>Chief Fiscal Officer</u>
--	--

COPY AUG 27 2014

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: <u>B & D FISHING COOP</u> (and d/b/a): <u>FLY BULL DOG</u>	COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries MMARS Department Code: FWE
Legal Address: (W-9, W-4,T&C): <u>84 FRONT ST, N.B.MA 02740</u>	Business Mailing Address: <u>251 Causeway Street, Suite 400, Boston, MA 02114</u>
Contract Manager: <u>CARLOS RAFAEL</u>	Billing Address (if different):
E-Mail: <u>ANNE E JARDIN-DAWSON.COM</u>	Contract Manager: Melanie Griffin
Phone: <u>508-992-3334</u> Fax: <u>508-992-3359</u>	E-Mail: <u>Melanie.griffin@state.ma.us</u>
Contractor Vendor Code:	Phone: <u>617.626.1528</u> Fax: <u>617.626.1509</u>
Vendor Code Address ID (e.g. "AD001"): <u>AD</u> (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): <u>CTOPENORDERGFISHDIRAID</u>
<input checked="" type="checkbox"/> NEW CONTRACT	<input type="checkbox"/> CONTRACT AMENDMENT
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	Enter Current Contract End Date <u>Prior</u> to Amendment: <u>20</u> Enter Amendment Amount \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (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. <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u>	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>32,500</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 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: MA DMF is contracting with the named entity to process a one-time payment of \$32,500 in federal disaster assistance grant funds per their qualification with NMFS as an eligible recipient of direct aid. As part of a greater consensus framework among NMFS and the state fishery directors from Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York for distribution of \$32.8 in federal disaster aid monies, the Commonwealth has contracted with NMFS to distribute \$6,272,500 to 193 federal limited access groundfish permit holders pre-qualified by NMFS.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> 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>June 30, 2015</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>[Signature]</u> (P&K) Date: <u>6-26-14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>CARLOS RAFAEL</u> Print Title: <u>PRESIDENT</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kevin Creighton</u> Print Title: <u>Chief Fiscal Officer</u>

COPY

JUN 27 2014

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: <u>BRAVA FISHING CORP</u> (and d/b/a): <u>FIV MY WAY</u>	COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries MMARS Department Code: <u>FWE</u>
Local Address: (W-9, W-4, T&C): <u>84 FRONT ST N.B. MA 02746</u>	Business Mailing Address: <u>251 Causeway Street, Suite 400, Boston, MA 02114</u>
Contract Manager: <u>CARLOS RAFAEL</u>	Billing Address (if different):
E-Mail: <u>ANNE@TARDIN-DAWSON.COM</u>	Contract Manager: <u>Melanie Griffin</u>
Phone: <u>508-992-3334</u> Fax: <u>508-992-3359</u>	E-Mail: <u>Melanie.griffin@state.ma.us</u>
Contractor Vendor Code:	Phone: <u>617.626.1526</u> Fax: <u>617.626.1509</u>
Vendor Code Address ID (e.g. "AD001"): <u>AD</u> (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): <u>CTOPENORDERGFISHDIRAID</u>
<p style="text-align: center;">X NEW CONTRACT</p> 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) X <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)	<p style="text-align: center;">CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>20</u> 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)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. X <u>Commonwealth Terms and Conditions</u> ___ <u>Commonwealth Terms and Conditions For Human and Social Services</u>	
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. ___ <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) X <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new Total</u> if Contract is being amended). \$ <u>32,500</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 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 <u>Prompt Pay Discounts Policy</u> .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: MA DMF is contracting with the named entity to process a one-time payment of \$32,500 in federal disaster assistance grant funds per their qualification with NMFS as an eligible recipient of direct aid. As part of a greater consensus framework among NMFS and the state fishery directors from Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York for distribution of \$32.8 in federal disaster aid monies, the Commonwealth has contracted with NMFS to distribute \$6,272,500 to 193 federal limited access groundfish permit holders pre-qualified by NMFS.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: X <u>1. may be incurred as of the Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ <u>2. may be incurred as of</u> <u> </u> , 20 <u> </u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ <u>3. were incurred as of</u> <u> </u> , 20 <u> </u> , a date <u>PRIOR</u> 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>June 30, 2015</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>[Signature]</u> (POA) Date: <u>8-26-14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>CARLOS RAFAEL</u> Print Title: <u>PRESIDENT</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kevin Creighton</u> Print Title: <u>Chief Fiscal Officer</u>

COPY

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: <u>C & V FISHING CORP</u> (and d/b/a): <u>F/V Ilha do Corvo</u> Legal Address: (W-9, W-4, T&C): <u>84 FRONT ST. N.B. MA 02140</u> Contract Manager: <u>CARLOS RAFAEL</u> E-Mail: <u>ANNE.C.JARDINE@DAWSON.COM</u> Phone: <u>508-992-3334</u> Fax: <u>508-992-3359</u> Contractor Vendor Code: _____ Vendor Code Address ID (e.g. "AD001"): AD _____ (Note: The Address ID must be set up for EFT payments.)	COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries MMARS Department Code: FWE Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114 Billing Address (if different): _____ Contract Manager: Melanie Griffin E-Mail: <u>Melanie.griffin@state.ma.us</u> Phone: 617.626.1528 Fax: 617.626.1509 MMARS Doc ID(s): CTOPEORDERGFISHDIRAID RFR/Procurement or Other ID Number: _____
<p style="text-align: center;">X NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;">CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment _____ 20_____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (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. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> 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. <input type="checkbox"/> <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract:</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended), \$ <u>32,500</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 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 <u>Prompt Pay Discounts Policy</u> .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: MA DMF is contracting with the named entity to process a one-time payment of \$32,500 in federal disaster assistance grant funds per their qualification with NMFS as an eligible recipient of direct aid. As part of a greater consensus framework among NMFS and the state fishery directors from Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York for distribution of \$32.8 in federal disaster aid monies, the Commonwealth has contracted with NMFS to distribute \$6,272,500 to 193 federal limited access groundfish permit holders pre-qualified by NMFS.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. may be incurred as of _____, 20____, a date <u>PRIOR</u> 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>June 30, 2015</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>[Signature]</u> Date: <u>B.26.14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>CARLOS RAFAEL</u> Print Title: <u>PRESIDENT</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kevin Creighton</u> Print Title: <u>Chief Fiscal Officer</u>

COPY



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-contracting 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.

COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Martha Fisheries		CONTRACTOR LEGAL NAME: LADY PATRIARCH INC	
MARS Department Code: FWE		Legal Address: (M-F, W-1, T-F) 84 FRONT ST N.B. MA. CHLOS RIFKEL	
Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114		Contract Manager: CHLOS RIFKEL	
Billing Address: (if different)		E-Mail: ANNE@TRIAD-DIVISION.COM	
Contract Manager: Melanie Griffin		Phone: 508-992-3334	
E-Mail: Malanie.Griffin@state.ma.us		Contractor Vendor Code:	
Phone: 617.626.1528		Vendor Code Address ID (e.g. "AD001": AD	
Fac: 617.626.1509		(Note: The Address ID must be set up for EFT payments.)	
MARS Doc ID(s): CTOPNORDERGFSHDIRAID		RFP/Procurement or Other ID Number:	
AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)		X NEW CONTRACT	
<input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other (Attach authorizing language/justification and updated scope and budget)		<input checked="" type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) <input type="checkbox"/> (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other (Attach authorizing language/justification, scope and budget)	
CONTRACT AMENDMENT		PROUREMENT OR EXCEPTION TYPE: (Check one option only)	
Enter Current Contract End Date <i>Prior</i> to Amendment: _____/____/20		<input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) <input type="checkbox"/> (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other (Attach authorizing language/justification, scope and budget)	
CONTRACT AMOUNT: \$ _____ (or no change)		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.)		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.	
Maximum Obligation Contract: Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): \$ 32,500		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.	
PROUREMENT OR EXCEPTION TYPE: (Check one option only)			
<input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) <input type="checkbox"/> (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other (Attach authorizing language/justification, scope and budget)			
CONTRACT AMENDMENT			
Enter Current Contract End Date <i>Prior</i> to Amendment: _____/____/20		CONTRACT AMOUNT: \$ _____ (or no change)	
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.)		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.	
Maximum Obligation Contract: Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): \$ 32,500		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.	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: MA DMF is contracting with the named entity to process a one-time payment of \$32,500 in federal disaster assistance grant funds per their qualification with NMFs as an eligible recipient of direct aid. As part of a greater consensus framework among NMFs and the state (fishery directors from Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York for distribution of \$32.8 in federal disaster aid monies, the Commonwealth has contracted with NMFs to distribute \$8,272,500 to 193 federal limited access groundfish permit holders pre-qualified by NMFs.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 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 June 30, 2015, 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, involving 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 terms and conditions of performance of this Contract and doing business in Massachusetts are attached or incorporated by reference to the following hierarchy of documents: the applicable Commonwealth Terms and Conditions, the 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:			
Print Name: CHLOS RIFKEL		Print Title: RESIDENT	
Signature and Date Must Be Handwritten At Time of Signature: <i>Chlos Rifkel</i>		Date: <i>8-26-14</i>	
Print Name: Kevin Creighton		Print Title: Chief Fiscal Officer	
Signature and Date Must Be Handwritten At Time of Signature: _____		Date: _____	

COPY
AUG 27 2014

COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114 Contract Manager: CARLOS RAFAEL Legal Address: (W-9, W-4, Fax: 84 FRONT ST N.B. MA 02114) Contract Manager: CARLOS RAFAEL E-Mail: CARLOS.RAFAEL@state.ma.us Phone: 508-992-3334 Fax: 508-992-3359 Contract Vendor Code: Vendor Code Address ID (e.g. AD0017, AD (Note: The Address ID must be set up for EFT payments.)		CONTRACTOR LEGAL NAME: NORA LLC Legal Address: (W-9, W-4, Fax: 84 FRONT ST N.B. MA 02114) Contract Manager: CARLOS RAFAEL E-Mail: CARLOS.RAFAEL@state.ma.us Phone: 508-992-3334 Fax: 508-992-3359 Contract Vendor Code: Vendor Code Address ID (e.g. AD0017, AD (Note: The Address ID must be set up for EFT payments.)
CONTRACT AMENDMENT Enter Current Contract End Date Prior 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) ___ Legal/Other (Attach authorizing language/justification and updated scope and budget)		X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ Standard Contract (OSD or an OSD-designated Department) ___ Collective Purchase (Attach OSD approval, scope, budget) ___ 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) ___ Legal/Other (Attach authorizing language/justification, scope and budget)
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COMMONWEALTH OF MASSACHUSETTS - STANDARDS CONTRACT FORM

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 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 terms and conditions of the Contract and the Contractor's Response, 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: Kevin Craighton
 Print Title: Chief Fiscal Officer

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
 X: _____
 Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: _____
 Print Title: _____

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2015, 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, or during any lapse between amendments.

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 for obligations incurred prior to the Effective Date shall be subject to the terms of the Contract.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: MA DME is contracting with the named entity to process a one-time payment of \$32,500 in Federal disaster assistance grant funds per their qualification with NMFIS as an eligible recipient of direct aid. As part of a greater consensus framework among NMFIS and the state fishery directors from Maine, New Hampshire, Rhode Island, Connecticut and New York for distribution of \$32.8 in Federal disaster aid monies, the Commonwealth has contracted with NMFIS to distribute \$6,272,500 to 193 federal limited access groundfish permit holders pre-qualified by NMFIS.

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: % PPD; 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 billed payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy).

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). X Maximum Obligation Contract. Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): \$ 32,500.

THE FOLLOWING COMMONWEALTH TERMS AND CONDITIONS (T&C) HAS BEEN EXECUTED, FILED WITH CTR AND IS INCORPORATED BY REFERENCE INTO THIS CONTRACT
 X Commonwealth Terms and Conditions
 ___ Commonwealth Terms and Conditions For Human and Social Services

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/osc under [OSD Forms](#).

CONTRACTOR LEGAL NAME: <u>R + P FISHING CORP</u> (and d/b/a): <u>F/V COWBOY</u>	COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries MMARS Department Code: FWE
Legal Address: (W-9, W-4, T&C): <u>84 FRONT ST N.B. MA 02110</u>	Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114
Contract Manager: <u>CARLOS RAFAEL</u>	Billing Address (if different):
E-Mail: <u>ANNE e JARDIN DAWSON.COM</u>	Contract Manager: Melanie Griffin
Phone: <u>508-992-3334</u> Fax: <u>508-992-3359</u>	E-Mail: <u>Melanie.griffin@state.ma.us</u>
Contractor Vendor Code:	Phone: 617.626.1528 Fax: 617.626.1509
Vendor Code Address ID (e.g. "AD001"): AD _____ (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): CTOPENORDERGFISHDIRAID
<p style="text-align: center;"><u>X</u> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;">_____ CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: _____ 20____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (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. <input checked="" type="checkbox"/> 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. <input type="checkbox"/> <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>32,500</u>	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 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: MA DMF is contracting with the named entity to process a one-time payment of \$32,500 in federal disaster assistance grant funds per their qualification with NMFS as an eligible recipient of direct aid. As part of a greater consensus framework among NMFS and the state fishery directors from Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and New York for distribution of \$32.8 in federal disaster aid monies, the Commonwealth has contracted with NMFS to distribute \$6,272,500 to 193 federal limited access groundfish permit holders pre-qualified by NMFS.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> 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>June 30, 2015</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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> date: <u>8.26.14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>CARLOS RAFAEL</u> Print Title: <u>PRESIDENT</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kevin Creighton</u> Print Title: <u>Chief Fiscal Officer</u>

COPY

AUG 27 2014

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: (and d/b/a): <u>VILA Fishing Corp</u>	COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries MMARS Department Code: FWE
Legal Address: (W-9, W-4, T&C): <u>84 FRONT ST N.B. MA 02740</u>	Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114
Contract Manager: <u>CARLOS RAFAEL</u>	Billing Address (if different):
E-Mail: <u>ANNE E JARDIN DAWSON.COM</u>	Contract Manager: Melanie Griffin
Phone: <u>508-992-3334</u> Fax: <u>508-992-3359</u>	E-Mail: <u>Melanie.griffin@state.ma.us</u>
Contractor Vendor Code:	Phone: 617.626.1528 Fax: 617.626.1509
Vendor Code Address ID (e.g. "AD001"): AD _____ (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): CTOPENORDERGFISHDIRAID
X NEW CONTRACT	CONTRACT AMENDMENT
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	Enter Current Contract End Date <u>Prior</u> to Amendment: _____ 20____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> 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. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>32,500</u>	
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CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2015</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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>8.26.14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>CARLOS RAFAEL</u> Print Title: <u>PRESIDENT</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kevin Creighton</u> Print Title: <u>Chief Fiscal Officer</u>

COPY

AUG 27 2014

CIVIL ACTION COVER SHEET	DOCKET NUMBER	Trial Court of Massachusetts The Superior Court	
PLAINTIFF(S): <u>Conceicao Rafael & Joao Camaro</u> ADDRESS: <u>84 Front Street</u> <u>New Bedford, MA 02740</u>		COUNTY <u>Bristol</u>	
ATTORNEY: <u>John A. Markey, Jr., Esquire</u> ADDRESS: <u>50 Homers Wharf</u> <u>New Bedford, MA 02740</u> <u>(508) 993-9711</u>	DEFENDANT(S): <u>Commonwealth of Massachusetts Division of Marine Fisheries and Paul Diadoti, Individually and in his Capacity as the Director of the Commonwealth of Massachusetts Division of Marine Fisheries</u> ADDRESS: <u>251 Causeway Street, Suite 400</u> <u>Boston, MA</u>		
BBO: <u>633540</u>			
TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)			
CODE NO. <u>D13/AB1</u>	TYPE OF ACTION (specify) <u>Declaratory Judgment/Sec. 1983/Resulting Trust</u>	TRACK <u>A</u>	HAS A JURY CLAIM BEEN MADE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
*If "Other" please describe: _____			
STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A			
The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.			
<u>TORT CLAIMS</u> (attach additional sheets as necessary)			
A. Documented medical expenses to date:			
1. Total hospital expenses		\$	_____
2. Total doctor expenses		\$	_____
3. Total chiropractic expenses		\$	_____
4. Total physical therapy expenses		\$	_____
5. Total other expenses (describe below)		\$	_____
	Subtotal (A):	\$	_____
B. Documented lost wages and compensation to date			
C. Documented property damages to dated			
D. Reasonably anticipated future medical and hospital expenses			
E. Reasonably anticipated lost wages			
F. Other documented items of damages (describe below)			
G. Briefly describe plaintiff's injury, including the nature and extent of injury:			TOTAL (A-F): \$ _____
<u>CONTRACT CLAIMS</u> (attach additional sheets as necessary)			
Provide a detailed description of claims(s):			
Plaintiffs were wrongfully denied the Federal disaster relief aid intended for their fishing corporations.			TOTAL: \$ <u>295,000.00</u>
Signature of Attorney/Pro Se Plaintiff: X			Date: Dec 8, 2014
RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.			
CERTIFICATION PURSUANT TO SJC RULE 1:18			
I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.			
Signature of Attorney of Record: X			Date: Dec 8, 2014