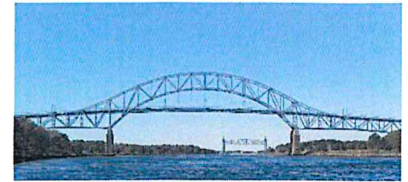


Select Board Meeting Notice AGENDA



Date

March 13, 2024

Time

3:00 PM

Location

Bourne Veterans' Community Center
239 Main St., Buzzards Bay 02532

Note this meeting is being televised, streamed or recorded by Bourne TV. If anyone in the audience is recording or videotaping, they need to acknowledge such at this time. Use of flash photography during Select Board meetings is prohibited.

All items within the meeting agenda are subject to deliberation and vote(s).

3:00 PM Call public session to order in open session

1. Public comments on non-agenda items - Public comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. (Board members are unable to respond due to posting requirements of the Open Meeting Law).
2. Policy Workshop: Marijuana
 - a. Process for developing draft Marijuana review procedures
 - i. Criteria & rating standards
 - ii. Competitive scoring system
 - iii. Outline of steps in the licensing process
 - iv. Update on CCC HCA Template
 - v. Discuss timing of input from Town Counsel
 - vi. Correspondence from Steve Strojny and discussion of RFQ vs. RFP
 - b. Minutes: 2/21/24
 - c. Future special meeting schedule

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Reasonable accommodations for people with disabilities are available upon request. Please include a description of the accommodation you require, with as much detail as possible, and include a way we can contact you if we need more information. Please allow advance notice. Send an email to kthut@townofbourne.com or call the Town Administrator's Office at 508-759-0600 x1503



COMMONWEALTH OF MASSACHUSETTS

Guidance on Licensure

February 2024

Massachusetts Cannabis Control Commission

Ava Callender Concepcion, Acting Chairwoman

Nurys Camargo, Commissioner

Bruce Stebbins, Commissioner

Kimberly Roy, Commissioner

Debra Hilton-Creek, Acting Executive Director

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I. Introduction

The Cannabis Control Commission (Commission) regulates licensees that operate in the legal adult- and medical-use marijuana markets in Massachusetts. This includes reviewing applications and issuing licenses for adult-use Marijuana Establishments (MEs) and Medical Marijuana Treatment Centers (MTCs), formerly known as Registered Marijuana Dispensaries (RMDs).

The Commission’s goal is for this guidance to assist applicants and licensees with navigating the application and licensing processes, and remaining compliant with applicable laws, regulations, and policies, which include the following:

- St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana
- St. 2022, c. 180, An Act Relative to Equity in the Cannabis Industry
- G.L. c. 94G, Regulation of the Use and Distribution of Marijuana Not Medically Prescribed
- G.L. c. 94I, Medical Use of Marijuana
- Regulations
 - 935 Code Mass. Regs. § (“CMR”) 500.000: Adult Use of Marijuana
 - 935 CMR 501.000: Medical Use of Marijuana
- Guidance Documents

Please note that applicants and licensees are required to remain current with the laws, regulations, and policies governing licensure. Applicants and licensees are responsible for reviewing revisions to this document as changes to laws, regulations, and policies may occur.

FYI—For Your Information

Some things to be conscious of when applying to become a licensee:

- *The Commission reviews applications for licensure in a certain order set by regulations. An initial review of your application may not occur right away as other applications may have priority or expedited review.*
- *The Commission will notify applicants and licensees of all next steps— please do not take next steps until directed to do so.*

Please ensure to fully comply with all requests for information in order to reduce the time to obtain licensure, if appropriate.

The following guidance is not legal advice. If you have additional questions regarding the legal requirements for licensure in the Commonwealth, you are encouraged to consult an attorney.



II. License Types & Limits

Applicants can determine the type of license they want to obtain by first determining what type of marijuana business they want to operate. For example, an applicant that wants to cultivate marijuana has at least four (4) different options depending on whether they want to operate in the adult- or medical-use market and how they want to operate their business:

- Applicants who want to grow and cultivate adult-use marijuana may apply for one of three (3) ME licenses: Marijuana Cultivation license, Craft Marijuana Cooperative license, or Microbusiness license. Further information about each license type is available below.
- Applicants who want to assist registered patients with medical marijuana can obtain an MTC license, which will allow them to cultivate, produce, dispense, and deliver marijuana to registered patients and their caregivers.

Medical Marijuana Treatment Center (MTC)

A Medical Marijuana Treatment Center, commonly referred to as an MTC, is an entity licensed under the medical regulations. An MTC acquires, cultivates, possesses, processes, transports, sells, distributes, delivers, dispenses, or administers marijuana, products containing cannabis or marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers for medical use. This license type is commonly referred to as a vertically integrated license as it allows and requires the licensee to perform all associated operations.

MTCs may deliver marijuana and marijuana products directly to patients and caregivers after receiving Commission approval.

Marijuana Cultivator

A Marijuana Cultivator may cultivate, process, and package marijuana, to transfer marijuana to other MEs, but not to consumers. Cultivators must select what tier they will be in by determining the total canopy they will cultivate. Canopy is an area calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain flowering and/or vegetative plants that are larger than eight (8) inches tall and eight (8) inches wide at any point in time. The available tiers include the following:

| Tier | Canopy Size Allowed |
|------|-------------------------|
| 1 | up to 5,000 square feet |



| | |
|----|---------------------------|
| 2 | 5,001 to 10,000 sq. ft. |
| 3 | 10,001 to 20,000 sq. ft. |
| 4 | 20,001 to 30,000 sq. ft. |
| 5 | 30,001 to 40,000 sq. ft. |
| 6 | 40,001 to 50,000 sq. ft. |
| 7 | 50,001 to 60,000 sq. ft. |
| 8 | 60,001 to 70,000 sq. ft. |
| 9 | 70,001 to 80,000 sq. ft. |
| 10 | 80,001 to 90,000 sq. ft. |
| 11 | 90,001 to 100,000 sq. ft. |

A Marijuana Cultivator may submit an application to change the tier in which it is classified. Once provisionally licensed, a licensee may voluntarily relegate its tier. However, if a licensee requests to expand their tier, they must demonstrate that while operating at the top of its tier it has sold 85% of its product consistently over the preceding six (6) months. Therefore, an applicant should ensure that the tier it chooses is appropriate until able to demonstrate this requirement because it may not be able to expand until at least six (6) months after receiving a commence operations notice.

In connection with the renewal of a Marijuana Cultivator license, the Commission will review the records of the licensee and may reduce the licensee’s tier if the licensee sold less than 70% of what it produced during the six (6) months prior to the renewal application (indoor cultivators) or during the harvest season prior to the application for renewal (outdoor cultivators). Some factors that the Commission may consider in reducing a Marijuana Cultivator’s tier include the following:

- Cultivation and production history, including any catastrophic events that may have occurred;
- Transfer, sales, and excise tax payment history;
- Existing inventory and inventory history;
- Sales contracts; and
- Any other factors relevant to ensuring responsible cultivation, production, and inventory management.



Craft Marijuana Cooperative

A Craft Marijuana Cooperative is a type of Marijuana Cultivator which may cultivate, obtain, manufacture, process, package, and brand marijuana and marijuana products to transport marijuana to MEs, but not to consumers.

A Craft Marijuana Cooperative is not limited to a particular number of cultivation locations, but is limited to a total canopy of 100,000 square feet and three (3) locations for activities authorized for Marijuana Product Manufacturers. A Craft Marijuana Cooperative must operate according to the seven cooperative principles published by the International Cooperative Alliance in 1995 (<https://www.ica.coop/en/cooperatives/cooperative-identity>).

Marijuana Product Manufacturer

A Marijuana Product Manufacturer is an entity authorized to obtain, manufacture, process, and package marijuana and marijuana products, to transport marijuana and marijuana products to MEs, and to transfer marijuana and marijuana products to other MEs, but not to consumers.

Marijuana Retailer

A Marijuana Retailer is an entity authorized to purchase, repackage, white label, and transport marijuana or marijuana products from MEs, and to sell, repackage or otherwise transfer marijuana and marijuana products to other MEs and to sell to consumers.

A Marijuana Retailer provides a retail location which may be accessed by consumers 21 years of age or older or, if the retailer is colocated with an MTC, by individuals who are also registered qualifying patients or personal caregivers. Unless also licensed separately as a Social Consumption Establishment, marijuana shall not be consumed on the premises.

Existing Licensee Transporter

An ME that is otherwise licensed by the Commission and also licensed to purchase, obtain, and possess Marijuana or Marijuana Products solely for the purpose of transporting, temporary storage, sale and distribution on behalf of other MEs or MTCs to other establishments, but not to consumers.

Third-Party Transporter

A Marijuana Transporter is an entity that may only transport marijuana or marijuana products and does not hold another ME license and is not licensed as an MTC. A Third-party Transporter is permitted to transport marijuana and marijuana products between MEs and between MTCs.



Marijuana Research Facility

A Marijuana Research Facility licensee or Research Licensee is an academic institution, non-profit corporation, domestic corporation, or entity authorized to do business in Massachusetts. A Marijuana Research Facility may cultivate, purchase, or otherwise acquire marijuana for the purpose of conducting research regarding marijuana and marijuana products if the licensee possesses such a license (such as Marijuana Cultivator, Marijuana Product Manufacturer, Marijuana Retailer, a Microbusiness or a Craft Marijuana Cooperative license) to do so or is allowed to do so through an approved Research Permit if the cultivation or product manufacturing process is the subject of its research.

All Marijuana Research Facility licensees are required to obtain a Research Permit for each individual research projects. Research Permits are certificates indicating approval from the Commission to conduct a specific research project over a specified and finite period of time. A separate application and application requirements apply to each Research Permit.

Independent Testing Laboratory (ITL)

An Independent Testing Laboratory, commonly referred to as an ITL, is an entity that does not hold any other type of ME/MTC license and is properly accredited to perform tests in compliance with the stringent requirements of the Commission's protocols for testing marijuana and marijuana products. Licensed ITLs may test marijuana and marijuana products in the adult- and medical- use markets.

ITLs shall be accredited to the most current International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement prior to final licensure. Additionally, ITLs, and the individuals and entities associated with it, shall be independent financially from any licensed MTC or ME.

Standards Testing Laboratory

A Standards Testing Laboratory is an entity that would otherwise qualify to be an Independent Testing Laboratory, but instead performs blind tests to verify the results of an Independent Testing Laboratory at the request of the Commission.

Microbusiness

A Microbusiness is a colocated Tier 1 Marijuana Cultivator, and/or Marijuana Product Manufacturer limited to purchase 2,000 pounds of marijuana from other MEs in one (1) year.

A Microbusiness licensee may not be a Person or Entity Having Direct or Indirect Control for any other ME except a Social Consumption Establishment. A majority of the Microbusiness' executives or



members must have been residents of Massachusetts for no less than 12 months prior to application. Microbusiness may apply for a Delivery Endorsement which would allow the licensee to sell and deliver marijuana or marijuana products produced at its licensed location directly to consumers.

Marijuana Courier Licensee

A Marijuana Courier licensee may deliver marijuana or marijuana products directly to consumers or patients at a residential address from a Marijuana Retailer or Medical Marijuana Treatment Center with which the Marijuana Courier has a delivery agreement. A delivery agreement sets forth the business terms of their agreement, as well as procedures for pre-verification of consumers receiving deliveries. A Marijuana Courier is not a retailer and shall not have a retail location accessible to the public unless they are also licensed as a Marijuana Retailer. Deliveries of marijuana or marijuana products are limited to the following:

- municipality of the Marijuana Courier’s place of business;
- municipalities that allow for the operation of Marijuana Retailers; and
- municipalities that opt-in (i.e., any municipality which, after receiving notice from the Commission, has notified the Commission that delivery may operate within its borders) to delivery.

A Marijuana Courier license shall be limited on an exclusive basis to businesses controlled by and with majority ownership comprised of Economic Empowerment Priority Applicants and/or Social Equity Program Participants for a period of at least 36 months from the date the first Marijuana Delivery Operator receives a notice to commence operations.

Please note that the Commission will be collecting data and information over this period. The Commission will evaluate whether the goals of this initiative were met and, if not, may further extend the exclusivity period.

Marijuana Delivery Operator Licensee

A Marijuana Delivery Operator may purchase at wholesale and warehouse finished marijuana or marijuana products acquired from a Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative, and sell and deliver directly to consumers. A Marijuana Delivery Operator Licensee is not considered to be a Retailer under the Commission’s regulations but is responsible for complying with all applicable Department of Revenue requirements for retail sales.

A Marijuana Delivery Operator licensee shall be limited on an exclusive basis to businesses controlled by and with majority ownership comprised of Economic Empowerment Priority Applicants and/or



Social Equity Program Participants for a period of at least 36 months from the date the first Marijuana Delivery Operator receives a notice to commence operations.

Please note that the Commission will be collecting data and information over this period. The Commission will evaluate whether the goals of this initiative were met and, if not, may further extend the exclusivity period.

Social Consumption Establishment

Social Consumption Establishment means an entity licensed to sell marijuana or marijuana products and allow consumers to consume marijuana or marijuana products solely on its premises.

Social Consumption Establishment licenses are limited on an exclusive basis to businesses controlled by and with majority ownership comprised of Economic Empowerment Priority Applicants or Social Equity Program Participants, Microbusinesses, and Craft Marijuana Cooperatives for a period of at least 36 months from the date the first Social Consumption Establishment receives a notice to commence operations.

Please note that the Commission will be collecting data and information over this period. The Commission will evaluate whether the goals of this initiative were met and, if not, may further extend the exclusivity period.

Delivery Endorsement

In addition to the license types discussed above, the Commission may approve Delivery Endorsements to qualifying MEs. A Delivery Endorsement authorizes the licensee to sell and deliver marijuana and marijuana products directly from the licensee's licensed establishment to consumers. This endorsement is currently available to MEs that are licensed as Microbusinesses and controlled by and with majority ownership comprised of Economic Empowerment Priority Applicants and/or Social Equity Program Participants for a period of at least 36 months from the date the first Marijuana Delivery Operator receives a notice to commence operations.

Please note that the Commission will be collecting data and information over this period. The Commission will evaluate whether the goals of this initiative were met and, if not, may further extend the exclusivity period.

Limits on Licenses and Endorsements

As discussed previously, all license types have limits on the number of licenses an individual or entity can possess. Additional restrictions may apply to certain license types. The grid below will be helpful



when determining what license type to choose when applying, and to understand the limits on license types.

FYI—For Your Information

The table below uses specifically defined terms; for example, Person or Entity Having Direct or Indirect Control. Most terms will be defined in the Commission’s regulations in sections 935 CMR 500.002 and 501.002. If you encounter a term and don’t know its meaning, please check the definition sections in the stated regulations for their meaning.

| Type | Limits | Additional Limitations |
|-----------------------------|--|---|
| MTC | No Person or Entity Having Direct or Indirect Control shall be granted more than three (3) MTC licenses. | An MTC can acquire ME licenses, however, no Person or Entity Having Direct or Indirect Control shall be granted more than a total of 100,000 sq. ft. of canopy between this license and the adult-use Marijuana Cultivator license. The 100,000 sq. ft. canopy cap applies across the board to all license types or combinations of license types issued by the Commission. |
| Marijuana Cultivator | No Person or Entity Having Direct or Indirect Control shall be granted more than three (3) licenses. | No Person or Entity Having Direct or Indirect Control shall be granted more than 100,000 sq. ft. of canopy between this license and an MTC license. |
| Craft Marijuana Cooperative | Craft Marijuana Cooperatives are limited to one (1) license. | Members may not be Persons or Entities Having Direct or Indirect Control in any other ME. Such restriction shall not be construed to prohibit the licensee from applying for a Marijuana Retailer, Existing Licensee Transporter, Marijuana Research or Social Consumption Establishment Licensee. |



| | | |
|-------------------------------|--|--|
| Standards Testing Laboratory | No Person or Entity Having Direct or Indirect Control shall be granted more than three (3) licenses. | No Person or Entity Having Direct or Indirect Control shall have another type of MTC or ME license. |
| Microbusiness | No Person or Entity Having Direct or Indirect Control shall be granted more than three (3) licenses. | The licensee(s) shall not be a Person or Entity Having Direct or Indirect Control for any other ME except a Microbusiness can have a Delivery Endorsement or have a Social Consumption Establishment license, provided that Licenses shall be limited on an exclusive basis to businesses controlled by and with majority ownership comprised of Economic Empowerment Priority Applicants or Social Equity Program Participants. |
| Third-Party Transporter | No Person or Entity Having Direct or Indirect Control shall be granted more than three (3) licenses. | The entity shall not hold any other license type, however, individuals and other entities associated with the license may have interest in other license types. |
| Existing Licensee Transporter | No Person or Entity Having Direct or Indirect Control shall be granted more than three (3) licenses. | The entity shall hold another license type. |
| Marijuana Courier | No Person or Entity Having Direct or Indirect Control shall be granted more than (2) two types of Delivery licenses. | Licenses shall be limited on an exclusive basis to businesses controlled by and with majority ownership comprised of Economic Empowerment Priority Applicants or Social Equity Program Participants for a period of 36 months from the date the first Marijuana Delivery Operator receives a notice to commence operations. |



| | | |
|----------------------------------|--|--|
| Marijuana Delivery Operator | No Person or Entity Having Direct or Indirect Control shall be granted more than (2) two types of Delivery licenses. | Licenses shall be limited on an exclusive basis to businesses controlled by and with majority ownership comprised of Economic Empowerment Priority Applicants or Social Equity Program Participants for a period of 36 months from the date the first Marijuana Delivery Operator receives a notice to commence operations. |
| Social Consumption Establishment | No Person or Entity Having Direct or Indirect Control shall be granted more than (3) three licenses. | Licenses shall be limited on an exclusive basis to businesses controlled by and with majority ownership comprised of Economic Empowerment Priority Applicants or Social Equity Program Participants; Microbusinesses; and Craft Marijuana Cooperatives, for a period of 36 months from the date the first Social Consumption Establishment receives a notice to commence operations. |
| Delivery Endorsement | | A Delivery Endorsement is not a license. A Microbusiness controlled by and with majority ownership comprised of Economic Empowerment Priority Applicants or Social Equity Program Participants may apply for and obtain this endorsement. |

III. Application, License, and License Change Fees

Applicants and licensees shall be charged fees for various activities, some of which include the following:

- An application fee when applying for a license;
- A license fee when approved for a provisional license;
- A fee for an Architectural Review Request;
- The annual license fee when renewing a license;
- When requesting a change of location, name, ownership/control, or building or renovating an existing structure;
- When applying to be a Preapproved Court Appointee; and
- When seeking preapproval for packaging and labeling.



Adult-Use Fees

The fees for adult-use applications and licenses are as follows:

| License Types | Application Fees (Indoor/Outdoor) | Annual License Fee (Indoor/Outdoor) |
|--|--|---|
| Marijuana Cultivator (Indoor or Outdoor) | | |
| Tier 1: up to 5,000 square feet | \$200 (I)/\$100 (O) | \$1,250 (I)/\$625 (O) |
| Tier 2: 5,001 to 10,000 sq. ft. | \$400 (I)/\$200 (O) | \$2,500 (I)/\$1,250 (O) |
| Tier 3: 10,001 to 20,000 sq. ft. | \$600 (I)/\$300 (O) | \$5,000 (I)/\$2,500 (O) |
| Tier 4: 20,001 to 30,000 sq. ft. | \$2,000 (I)/\$1,500 (O) | \$20,000 (I)/\$10,000 (O) |
| Tier 5: 30,001 to 40,000 sq. ft. | \$2,000 (I)/\$1,500 (O) | \$22,500 (I)/\$11,250 (O) |
| Tier 6: 40,001 to 50,000 sq. ft. | \$2,000 (I)/\$1,500 (O) | \$25,000 (I)/\$12,500 (O) |
| Tier 7: 50,001 to 60,000 sq. ft. | \$2,000 (I)/\$1,500 (O) | \$30,000 (I)/\$15,000 (O) |
| Tier 8: 60,001 to 70,000 sq. ft. | \$2,000 (I)/\$1,500 (O) | \$35,000 (I)/\$17,500 (O) |
| Tier 9: 70,001 to 80,000 sq. ft. | \$2,000 (I)/\$1,500 (O) | \$40,000 (I)/\$20,000 (O) |
| Tier 10: 80,001 to 90,000 sq. ft. | \$2,000 (I)/\$1,500 (O) | \$45,000 (I)/\$22,500 (O) |
| Tier 11: 90,001 to 100,000 sq. ft. | \$2,000 (I)/\$1,500 (O) | \$50,000 (I)/\$25,000 (O) |
| Craft Marijuana Cooperative | Total fees for its Canopy. If more than six locations, add \$200 (I)/\$100(O) per additional location. | Total fees for its Canopy. If more than six locations, add \$1,250(I)/\$625(O) per additional location. |
| Marijuana Product Manufacturing | \$1,500 | \$10,000 |
| Marijuana Microbusiness | \$0 | 50% of all applicable license fees |
| Independent Testing Laboratory | \$1,500 | \$10,000 |
| Marijuana Retailer (brick and mortar) | \$1,500 | \$10,000 |
| Social Consumption Establishment | \$1,500 | \$10,000 |
| Marijuana Transporter: Third-party Transporter | \$1,500 | \$5,000 |
| Marijuana Transporter: Existing Licensee | \$1,000 | \$5,000 |



| | | |
|--------------------------------|---------|----------|
| Transporter | | |
| Marijuana Courier | \$1,500 | \$5,000 |
| Marijuana Delivery Operator | \$1,500 | \$10,000 |
| ME with a Delivery Endorsement | \$500 | \$5,000 |
| Marijuana Research Facility | \$300 | \$1,000 |
| Marijuana Research Permit | \$1,000 | \$1,000 |

All fees are non-refundable and cannot be waived unless specified below.

Fee Waivers

Certain fees are waived automatically for Economic Empowerment Priority Applicants (EE), Social Equity Program Participants (SEP), and Minority-, Women-, and Veteran-owned businesses (DBE) that meet certain eligibility criteria.

Please note that for DBEs to receive fee waivers they must already be certified by the Supplier Diversity Office, finished certification, and qualify as a Small Business. A Small Business is defined as an applicant or licensee that (1) has 50 or less full-time employees in all locations that work a combined total of no more than 2,600 hours per quarter and (2) have gross revenues of less than \$5 million per year.

Please see the table below for applicable waivers:

| Category | Criteria | 100% Application Fee Waived | 100% Initial License Fee Waived | 50% Annual License Fee Waived | Monthly Metric Fee Waived |
|------------------------------|---|-----------------------------|---------------------------------|-------------------------------|---------------------------|
| Microbusinesses | N/A | ✓ | | | ✓ |
| Craft Marijuana Cooperatives | N/A | | | | ✓ |
| EE | Majority ownership (greater than 50%) held by EEs and/or SEPs | ✓ | | ✓ | ✓ |



| | | | | | |
|---|--|---|---|---|---|
| SEP | Majority ownership (greater than 50%) held by EEs and/or SEPs | ✓ | | ✓ | ✓ |
| DBE | Certified by Supplier Diversity Office as an MBE, WBE, and VBE and meet the definition of a Small Business | ✓ | | ✓ | ✓ |
| Delivery Licensees (during Exclusivity Period) | N/A | ✓ | ✓ | ✓ | ✓ |

Medical-Use Fees

The fees for medical-use applications and licenses are as follows:

| License Types | Fees |
|--------------------------------|----------|
| MTC Application Fee | \$3,500 |
| MTC Initial/Annual License Fee | \$50,000 |

Other Fees Associated with Licenses

In addition to application and licensure fees, other fees apply if a licensee is requesting to change their name, location, ownership, or building structure. Licensees shall submit requests for these types of changes along with the applicable fee. Each fee is assessed per each license affected.

These fees apply to both adult- and medical-use licensees and differ only where designated. Fee waivers do not apply to these fees. The fees for these types of changes are as follows:

| Change or Review | Fee |
|------------------|--|
| Name Change | \$1,000 |
| Location Change | 50% of the applicable license fee (Adult) 10,000 (Medical) |



| | |
|---|---------------------------------|
| Building Structure Change | \$1,000 |
| Ownership or Control Change (involving at least one entity gaining ownership/control) | \$5,000 per entity, per license |
| Ownership or Control (involving individuals, e.g., change of Board Member) | \$500 per person, per license |
| Architectural Review Request | \$1,500 |
| Packaging and Labeling Pre-Approval Application | \$50 per product |

All fees are non-refundable. The fees above cannot be waived. In addition to the fees above, additional fees exist for the following:

- Background checks for individuals associated with a license application;
- Fingerprinting for individuals associated with a license application;
- Monthly Metrc Program fees (once licensed);
- Metrc package and label tags (once licensed); and
- Application fees for registering and renewing agents (once licensed).

IV. Licensure Overview

All businesses that seek to enter the adult- and medical-use markets as licensees must complete several steps prior to commencing full operations. A summary outline of the overall licensing process can be found in the appendix. This section will provide in-depth guidance for applicants seeking licensure.

License Application Process

The first step to becoming a licensee is to submit the license application fee and all three (3) sections of the application in a single application:

- Application of Intent,
- Background Check, and
- Management and Operations Profile.

Each section requires applicants to provide accurate information about the business, individuals and entities associated with the business and to demonstrate an understanding of the Commission's



regulations that are specific to the applicant’s license type, location, and scale. The adult- and medical-use license applications have essentially the same requirements with differences highlighted in the following sections.

License Application—Application of Intent Section

This section outlines all requirements in the Application of Intent, commonly referred to as the AOI, and provides guidance on how to comply with the Commission’s regulations.

Required Individuals and Entities

An applicant must disclose Persons or Entities Having Direct or Indirect Control in their application for licensure. A Person or Entity Having Direct Control satisfies one or more of the following criteria:

- An owner that possesses a financial interest in the form of equity of 10% or greater in a ME or MTC;
- A person or entity that possess a voting interest of 10% or greater in a ME or MTC or a right to veto significant events;
- A Close Associate;
- A person or entity that has rights to control, through contract or otherwise, or authority, including but not limited to:
 - to make decisions regarding operations and strategic planning, capital allocations, acquisitions, and divestments;
 - to appoint more than 50% of the directors;
 - to appoint or remove corporate-level officers;
 - to make major marketing, production, and financial decisions;
 - to execute significant (combined \$10,000 or more) or exclusive contracts; or
 - to earn 10% or more of the profits or collect more than 10% of the dividends.
- A Court Appointee; and
- A Third-Party Technology Platform Provider that possesses a financial interest in a Delivery licensee.

Persons or Entities Having Indirect Control means any person or entity having indirect control over operations of a ME or MTC. It specifically includes any person with a controlling interest in an indirect holding or parent company of the applicant, and the chief executive officer and executive director of those companies, or any person or entity in a position indirectly to control the decision-making of a ME or MTC.

Applicants are encouraged to include individuals that exert control through the contribution of services.



For example, an individual may exert control by making decisions about the establishment management or operations. Applicants do not need to disclose individuals who provide services and do not exert control. For example, applicants do not need to disclose consultants who consult, but do not make decisions for the establishment.

Disclosure of In-State Interests

Applicants are required to disclose whether any individual or entity listed in the application are disclosed in any other ME or MTC license application or associated with another any existing license. The disclosure should include all current information that is known to be accurate and true. This information should not be deceptive, misleading, false, or fraudulent, or that tends to deceive or create a misleading impression.

Disclosure of Out-of-State Interests

Applicants are required to disclose whether any individual or entity listed in an application have past or present marijuana-related business interests in other states and to provide documentation of their interests. They should exercise their judgment in identifying other business interests relevant to their application.

The documentation required for this section can take the form of a business license, articles of organization, bylaws, operating agreements, or an affidavit stating that the disclosure is accurate and true.

Capital Resources

Applicants shall disclose the amounts and sources of capital resources available to them from any individual or entity that will be contributing capital to establish or operate the identified ME. Forms of capital could include loans (monetary, real or personal property) for repayment or for equity stakes.

The applicant shall disclose the name, address, contact information, and amount and source of the capital that will be provided from each individual or entity. In addition to the disclosure, the applicant must submit documentation that includes, but is not limited to, a bank or financial institution record dated within 60 days of the application submission date verifying the existence of the capital. If the individual or entity is providing capital resources for repayment of a loan, any written agreement governing the loan must be provided as well.

If the individual or entity contributing capital resources could be classified as a Person or Entity Having Direct or Indirect Control, they must also be listed as such in the appropriate section.

After making these disclosures and providing this information, the applicant must certify that the funds



used to invest in or finance the ME or MTC were lawfully earned or obtained, which can be demonstrated by an affidavit or notarized document attesting to this requirement. As part of a review of the application, or an inspection of the licensee's operations, the Commission may require additional information or documentation that demonstrates the source of the funds.

Adult/Medical License Application Difference

Applicants for licensure as a ME have no minimum amount of capital resources that must be demonstrated. Applicants to become an MTC must demonstrate capital resources of \$500,000 on their first application and an additional \$400,000 for the second and third applications.

Bond or Escrow

All applicants are required to set aside, either through a bond or an escrow account, an amount of money sufficient to cover the dismantling and winding down of the ME or MTC. The amount set aside must be enough to cover the cost of satisfying any outstanding state or municipal sales tax obligations, costs incurred securing the licensee's facility, and cost incurred destroying the marijuana and marijuana products in its inventory.

If the applicant acquires a bond, the applicant is required to set aside the total amount of their licensing fees as set forth in 935 CMR 500.005 or 501.005, even if the fees have been waived. If the applicant establishes an escrow account, the applicant must set aside at least \$5,000, and is encouraged to set aside the total amount of their licensing fees, even if the fees have been waived.

If the applicant acquires a bond, the bond should reflect the following:

- The applicant is the Principal;
- The Commonwealth of Massachusetts Cannabis Control Commission, 2 Washington Square, Worcester, MA, 01604, is the obligee;
- The purpose of the bond is to cover any costs incurred by the Commission to satisfy any outstanding state and local sales tax obligations, costs incurred to secure any licensed marijuana facility, costs incurred to destroy the marijuana and marijuana products in its inventory, and to cover other costs incurred by the Commission or its designee in dismantling or winding down of the licensee's facility in accordance with its policies and governing laws.

If the applicant establishes an escrow account, the account should reflect the following:



- The Commonwealth of Massachusetts Cannabis Control Commission, 2 Washington Square, Worcester, MA, 01604, is the sole beneficiary; and
- The purpose of the bond is to cover any costs incurred by the Commission to satisfy any outstanding state and local sales tax obligations, costs incurred to secure any licensed marijuana facility, costs incurred to destroy the marijuana and marijuana products in its inventory, and to cover other costs incurred by the Commission or its designee in dismantling or winding down of the licensee’s facility in accordance with its policies and governing laws.

If the applicant’s attorney holds the funds in its trust/escrow account in the client’s name, a memorandum of understanding (MOU) with the attorney is an acceptable way to meet this requirement as long as the MOU reflects the following:

- The attorney is holding the funds for the sole purpose of covering any costs incurred by the Commission to satisfy any outstanding state and local sales tax obligations, costs incurred to secure any licensed marijuana facility, costs incurred to destroy the marijuana and marijuana products in its inventory, and to cover other costs incurred by the Commission or its designee in dismantling or winding down of the licensee’s facility in accordance with its policies and governing laws;
- The amount of funds; and
- The attorney will release the funds to the Commission or its designee on a demonstration that it has incurred these costs.

Property Identification and Interest Documentation

Each applicant must disclose the location of their proposed ME or MTC. A licensee is limited to performing operations at a single location with the exception of Craft Marijuana Cooperatives and MTC licensees.

Adult/Medical License Application Difference

Applicants for licensure as a ME apply for a license usually for a single operation (e.g., cultivation) and must select only one (1) location. Applicants to become an MTC apply to cultivate, process, produce, and dispense marijuana under a single license. The licensee can select up to two (2) locations from which they will cultivate, produce, and dispense marijuana.

After identifying the proposed location(s) where operations will be licensed, the applicant is required to



submit property interest documentation, which may be demonstrated by one of the following:

- clear legal title to the proposed site;
- an option to purchase the proposed site;
- a legally enforceable agreement to give such title; or
- documentation from the owner evidencing permission to use the premises.

FYI—For Your Information

Applicants may not be required to pay rent on property during the application phase in certain circumstances. Some property interest documentation options stated above may require no monthly payments until utilizing the premises or acquiring a license. Applicants are encouraged to consult with an attorney on available options.

Host Community Agreement Requirement

Effective March 1, 2024, all license applications that are submitted or resubmitted for Commission consideration and review will require a compliant Host Community Agreement (HCA) or HCA Waiver. To comply with new state law and Commission regulations, additional guidance will be made available on the Commission’s website with the title “Guidance for Host Community Agreements”.

Community Outreach Meeting Attestation and Documentation

The purpose of the Community Outreach Meeting is to inform the public in the host community about the proposed ME or MTC, provide information, and answer the public’s questions. It is strongly suggested that the Community Outreach Meeting be held prior to finalizing a Host Community Agreement because the meeting is intended to help inform the Host Community Agreement process. Each applicant must conduct a Community Outreach Meeting that complies with the following:

- The meeting must be conducted within six (6) months prior to submitting the license application;
- Notice of the meeting must be published in a newspaper of general circulation in the city or town at least 14 calendar days prior to the meeting. The notice must include the time, place, subject matter of the meeting, and proposed address of the ME or MTC;
- Notice of the meeting must be filed with the city or town clerk, the planning board, the contracting authority for the municipality, and local cannabis licensing authority, if applicable. The notice must include the time, place, subject matter of the meeting, and proposed address of the ME or MTC;
- Notice of the meeting must be mailed to all abutters and residents within 300 feet of the



proposed address of the ME or MTC at least seven (7) calendar days prior to the meeting. The notice must include the time, place, subject matter of the meeting, and proposed address of the ME or MTC;

- At least one (1) meeting must be held in the host community and at least one (1) meeting must be held after normal business hours. A single meeting may be held if it falls within both requirements.
- The following must occur at the meeting:
 - Information presented about the type of ME or MTC to be located at the proposed address;
 - Information presented that is adequate to demonstrate that the location will be maintained securely;
 - Information about the steps that will be taken by the ME or MTC to prevent diversion to minors;
 - Information presented about the applicant's plan to positively impact the community;
 - Information presented that is adequate to demonstrate that the location will not constitute a nuisance; and
 - Community members are allowed to ask questions and receive answers from the ME or MTC.

In order to demonstrate compliance with this requirement, applicants must provide the following:

- A completed Community Outreach Meeting Attestation form available on the Commission's website. Please ensure to follow the instructions on the form;
- A copy of the notice in the publication that clearly shows the required information that was provided to the public, as well as the name and date of the publication;
- A copy of the notice filed with the city or town clerk; and
- A copy of the notice mailed to abutters.

If the proposed ME or MTC will have locations in more than one (1) city or town, applicants must fulfill the Community Outreach Meeting requirements for each location.

Plan to Remain Compliant with Local Ordinances

Each applicant shall submit a description of plans to ensure that the ME or MTC is or will be compliant with local codes, ordinances, and bylaws for its physical address which shall include, but not be limited to, the identification of all local requirements for the sale of adult- or medical- use of marijuana.

This plan shall identify all steps taken with municipal departments or officials regarding local rules and permitting requirements. Additionally, applicants shall include in their plan, but not be limited to, the



following information:

- Identification of the appropriate zoning district of the proposed address; and
- Identification of the appropriate permits that are required, if any, and the timing and frequency of obtaining and renewing such permits.

Positive Impact Plan

Applicants for licensure as an ME or MTC shall submit a Positive Impact Plan. The plans shall be designed to positively impact the one or more of following groups of disproportionately harmed people, as designated by the Commission:

- Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact. Note that some disproportionately impacted geographic locations are cities or towns, and others are neighborhoods identified by census tracts. The designation of these areas will be re-evaluated periodically.
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.

The plan shall outline the goals, programs, and measurements the ME or MTC will pursue once provisionally licensed. All goals should be measurable and quantifiable. Upon renewal, the licensee will be required to report, at a minimum, detailed, demonstrative, and quantifiable proof of the establishment's efforts, progress, and success of its approved plan.

FYI—For Your Information

Chapter 180 of the Acts of 2022 created the Cannabis Social Equity Trust Fund. The fund allows for the contribution of public and private monies to be contributed for eventual disbursements to individuals disproportionately harmed by marijuana prohibition. This fund is administered by the Executive Office of Economic Development (EOED). Applicants and licensees are now able to have goals related to donating to the fund as part of their Positive Impact Plans.



Application Fee

Each applicant is required to submit the applicable application fee. All fees, and any applicable waiver or reductions, are outlined within this guidance document.

License Application—Background Check Section

In the Background Check section, commonly referred to as the BGC, the applicant must list all relevant individuals and entities along with all background disclosures and authorization forms. Each individual or entity listed in the Applicant of Intent section shall also be listed in the Background Check section. Individuals and entities will undergo an in-depth background check and individuals will submit to fingerprinting checks.

Background Check Information

The Commission is required to make a suitability determination for licensure for each individual and entity listed on an application, which is based, in part on the background checks. Background checks will include, but not be limited to, a review of the following:

- Massachusetts' and national criminal database records;
- Massachusetts' and national civil database records, including professional and occupational records;
- The individual and entity's involvement in other marijuana-related businesses; and
- Any actions taken against any license or registration held by the individual or entity.

Each individual and entity listed on the application must disclose actions in Massachusetts and other jurisdictions:

- A description of any criminal action, whether felony or misdemeanor, that resulted in a conviction, guilty plea, plea of nolo contendere or admission to sufficient facts;
- A description of any civil action, including actions related to a professional, occupational, or fraudulent practice;
- A description of any administrative action, including actions related to a medical- or adult-use marijuana operation;
- A description of any disciplinary action taken in any jurisdiction against a license, registration, or certification held by the individual or entity, such as a suspension or revocation, including, but not limited to, a license to prescribe or distribute controlled substances; and
- A description of any license denial.

Applicants are not required to provide information about any conviction that has been sealed or



expunged by court order.

Background Authorization Forms

Individuals associated with an application are required to submit to a background check. Background checks are performed by the Commission’s third-party vendor. For the vendor to receive the necessary information, the applicant must submit three (3) authorization forms and an unexpired government-issued photo identification card for each individual listed on the application:

- CORI Acknowledgement Form;
 - All required individuals should complete the required fields of the “Subject Information” section on page two (2) before signing page one (1). When signing page one (1), please do so in front of a notary public or a verifying employee. The notary public or verifying employee may fill out the “Subject Verification” section on page two after reviewing at least one of the individual’s government- issued IDs.
 - This document is valid for one year from the original signature date.
- Disclosure and Acknowledgment Form
 - All required individuals must print their name, sign and date this page.
- Release Authorization Form
 - All required individuals should fill in all fields on page one. However, please sign page one (1) in front of notary public as page two (2) must be notarized. This document is valid for one (1) year from the original signature date.

These forms can be found on the Commission’s website. Once all forms are completed by each required individual, they should be returned to the applicant. The applicant should scan each individuals’ documents and government-issued identification card as one file, upload the file into the application, and label appropriately.

License Application—Management and Operations Profile Section

The Management and Operations Profile section, commonly referred to as the MOP, provides the Commission with a snapshot of the applicants’ approach to operating the ME or MTC. The information required as part of this section is an indicator that the applicant understands the legal requirements to operate an ME, including the Commission’s regulations, has plans that are specific to the applicant’s license type, location and scale. and will be able to operate in a lawful manner.

Business Information, Articles of Organization, and Bylaws

All applicants must demonstrate that their proposed business is registered to do business in the Commonwealth as a domestic business corporation or another domestic business entity.



Required items will include the following:

- Business name;
- Massachusetts Business Identification number;
- Articles of Organization;
- Bylaws (or the business' operating agreement in cases of limited liability companies or other applicable entity structure); and
- Doing-business-as names.

Please note that all required documents should be in the name of the entity applying for licensure.

Certificates of Good Standing

All applicants must submit certificates of good standing from the Secretary of the Commonwealth, Department of Revenue, and Department of Unemployment Assistance. All certificates should be dated within 90 days of the license application being submitted.

Please note that the applicant will be required to have employees in order to register and receive a certificate of good standing from Department of Unemployment Assistance. If an applicant does not have employees, an attestation to that effect will be accepted in lieu of the certification of good standing from the Department of Unemployment Assistance only. Please note that all required documents should be in the name of the entity applying for licensure.

Business Plan, Liability Insurance Plan, & Proposed Timeline

All applicants are required to submit a detailed business plan for the operation of the ME or MTC. The plan should only include the official business name, doing-business-as name, and branding name of their products. Additionally, the plan should be tailored the types of license(s) the applicant is seeking from the Commission. Some information that could be included in the plan is revenue and cost projections, company overview, and operational plan.

All applicants are required to submit a plan for obtaining liability insurance that satisfies the regulatory requirements. Applicants do not have to obtain any insurance policies until licensed. However, each applicant is required demonstrate in their plan that they will obtain, once licensed, a policy that shall include general liability and product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for each policy can be no higher than \$5,000 per occurrence.

All applicants are required to submit a proposed timeline for achieving operation of their proposed ME or MTC. The timeline should include information and projected dates about actions or events that will



occur after the application is issued a provisional license. For example, projected timelines could include dates relating to the building or renovation of a structure, installation of security and other equipment, building or construction permits, special permits, hiring of staff, and other milestones.

Summary of Operating Plans, Policies, and Procedures

All applicants must submit certain plans, policies, and procedures related to operating an ME and/or MTC. These plans, policies, and procedures should be specifically drafted to comply with the Commission’s regulations and guidance documents. The table below provides a list of required plans, policies, and procedures for applicants and relevant sections of the Commission regulations associated with them. Please note that the regulations associated with these plan, policies, and procedures are not designed to be an exhaustive list.

| Plan | Applies To | Adult Regulations | Medical Regulation |
|--|--|--|--|
| Security | All applicants | 935 CMR 500.110 | 935 CMR 501.110 |
| Prevention of Diversion | All applicants | Plan compliant with requirements in 935 CMR 500.000. | Plan compliant with requirements in 935 CMR 501.000. |
| Storage | All applicants | 935 CMR 500.105(11) | 935 CMR 501.105(11) |
| Transportation | All applicants | 935 CMR 500.105(13) | 935 CMR 501.105(13) |
| Inventory | All applicants | 935 CMR 500.105(8) | 935 CMR 501.105(8) |
| Quality Control and Testing Procedures | All applicants | 935 CMR 500.105(3); 500.160 | 935 CMR 501.105(3); 501.160 |
| Personnel Policies | All applicants | 935 CMR 500.105(1) | 935 CMR 501.105(1) |
| Dispensing Procedures | Marijuana Retailers, MTCs, Marijuana Delivery Operators, and Social Consumption Establishments | 935 CMR 500.140 | 935 CMR 501.140 |



| | | | |
|--|----------------------|---|---|
| Recordkeeping Procedures | All applicants | 935 CMR 500.105(1); 500.105(8); 500.105(9) | 935 CMR 501.105(1); 501.105(8); 501.105(9) |
| Maintenance of Financial Records | All applicants | 935 CMR 500.105(9); 500.140 | 935 CMR 501.105(9); 501.140 |
| Detailed Description of Qualifications and Intended Trainings for Agents | All applicants | 935 CMR 500.105(2) | 935 CMR 501.105(2) |
| Energy Compliance Plan | All applicants | 935 CMR 500.105(15) and applicable guidance documents | 935 CMR 501.105(15) and applicable guidance documents |
| Restricting Access to Individuals 21 or Older | Adult-use applicants | Plan compliant with requirements in 935 CMR 500.000. | Not applicable (N/A) |

Diversity Plan

Applicants for licensure as an ME or MTC shall submit a Diversity Plan as part of its MOP. Diversity Plans shall be designed to promote equity among people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people; women, veterans, persons with disabilities, and LGBTQ+ people, in the operation of the ME or MTC.

The plan shall outline the goals, programs, and measurements the ME or MTC will pursue once provisionally licensed. All goals should be measurable and quantifiable. An example of measurable goals associated with a Diversity Plan could include the following:

The applicant plans to have a staff comprised of the following:

- 60% women;
- 50% people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people;
- 25% veterans;
- 10% persons with disabilities; and



- 10% LGBTQ+ people.

Upon renewal, the licensee will be required to report, at a minimum, detailed, demonstrative, and quantifiable proof of the establishment's efforts, progress, and success of its approved plan.

EYI—For Your Information

Please note that additional in-depth guidance is available on the Commission's website for applicants and licensees to comply with the Diversity Plan requirement.

License Application—Additional Requirements for Certain License Types

Applicants applying for certain license types may need to supply additional documentation, plans, policies, or procedures specific to the requested license type. This information is required in addition to the application requirements mandated for all applicants. For example, applicants applying to become Marijuana Cultivators need to submit an operational plan for the cultivation of marijuana as well all other operational plans, policies, and procedures outlined in the application for licensure.

MTCs

Applicants for licensure as an MTC shall include the following plans, policies, and procedures in the Management and Operations Profile section:

1. Plan to provide reduced cost or free Marijuana to patients with documented verified financial hardship;
2. A plan to comply with delivery regulations, if applicable;
3. Operational plan for the cultivation of marijuana in compliance with 935 CMR 501.120, including pesticide use; and
4. A list of all products that applicant plans to produce with the following information:
 - a. Description of types, forms, shapes, colors, and flavors of products;
 - b. Methods of production;
 - c. Safety plan for the manufacture and production of products in compliance with 935 CMR 501.130; and
 - d. Sample of any unique identifying mark that will appear on the product.



FYI—For Your Information

Applicants that apply to become MTCs, Marijuana Product Manufacturers, Marijuana Microbusinesses, and Craft Marijuana Cooperatives are required to provide a description of the products they plan to produce in the Management and Operations Profile section of the application. The list of products should specifically describe and identify types, forms, shapes, colors, and flavors.

Please note that “name brands” not under the control of the applicant or licensee should not be used.

Example: A rectangular, edible, chocolate bar (other flavors will include milk chocolate).

Marijuana Cultivators

Applicants for licensure as a Marijuana Cultivator shall include an operational plan for the cultivation of marijuana in compliance with 935 CMR 500.120 in its application’s Management and Operations Profile section. Please note that cultivation facilities are required to submit more information regarding their energy impact than other license types.

Craft Marijuana Cooperatives

Applicants for licensure as a Craft Marijuana Cooperative shall include the following information in its Application of Intent:

1. Evidence of residency within the Commonwealth for the members or shareholders associated with the application for a period of 12 consecutive months prior to the date of application;
2. Evidence of the cooperative’s organization as an LLC, LLP, or cooperative corporation under the laws of the Commonwealth;
3. Evidence that one member has filed a Schedule F (Form 1040), Profit or Loss for Farming, within the past five (5) years, or that an agreement to lease land wholly owned by a person or entity that has filed a Schedule F (Form 1040) within the past five (5) years; and
4. Evidence that the cooperative is organized to operate consistently with the Seven Cooperative Principles established by the International Cooperative Alliance in 1995.

In addition to the above requirements, applicants for licensure as a Craft Marijuana Cooperative shall include the following information in its Management and Operations Profile:

1. Operational plan for the cultivation of marijuana in compliance with 935 CMR 500.120; and



2. A list of all products the applicant plans to produce with the following information:
 - a. Description of types, forms, shapes, colors, and flavors of products;
 - b. Methods of production;
 - c. Safety plan for the manufacturing and production of products in compliance with 935 CMR 500.130; and
 - d. Sample of any unique identifying mark (product logo) that will appear on the product.

Marijuana Product Manufacturers

Applicants for licensure as a Marijuana Product Manufacturer shall include the following information in its Management and Operations Profile:

1. A detailed description of the applicant's proposed plan for obtaining marijuana from licensed MEs; and
2. A list of all products the applicant plans to produce with the following information:
 - a. Description of types, forms, shapes, colors, and flavors of products;
 - b. Methods of production;
 - c. Safety plan for the manufacturing and production of products in compliance with 935 Code Mass. Regs. § 500.130; and
 - d. Sample of any unique identifying mark (product logo) that will appear on the product.

Marijuana Microbusinesses

Applicants for licensure as a Marijuana Microbusiness shall include in its Application of Intent evidence of residency within the Commonwealth for a majority of the members or executives associated with the application for a period of 12 consecutive months prior to the date of application.

In addition to the above requirement, applicants for licensure as a Marijuana Microbusiness shall include the following information in its Management and Operations Profile:

1. Operational plan for the cultivation of marijuana in compliance with 935 Code Mass. Regs. § 500.120 (if cultivating marijuana); and
2. A list of all products the applicant plans to produce with the following information (if performing product manufacturing operations):
 - a. Description of types, forms, shapes, colors, and flavors of products;
 - b. Methods of production;
 - c. Safety plan for the manufacturing and production of products in compliance with 935 Code Mass. Regs. § 500.130;
 - d. Sample of any unique identifying mark (product logo) that will appear on the product; and



3. A detailed description of the applicant’s proposed plan for obtaining marijuana from licensed MEs (if only performing product manufacturing operations); and
4. If seeking a Delivery Endorsement, a detailed description of the applicant’s proposed plan to be compliant with 935 Code Mass. Regs. § 500.145: Additional Operating Requirements for Delivery of Marijuana and Marijuana Products to Consumers.

Marijuana Retailers

Applicants for licensure as a Marijuana Retailer shall include a detailed description of the applicant’s proposed plan for obtaining marijuana from licensed MEs in the Management and Operations Profile section.

Independent Testing Laboratories

If available, applicants for licensure as an Independent Testing Laboratory (“ITL”) shall include their ISO 17025:2017 certification from a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement in the Management and Operations Profile section.

If an applicant for an ITL is unable to procure their ISO 17025:2017 certification prior to provisional licensure, then the applicant will be required to provide this ISO certification before being granted a final license by the Commission. This documentation may be provided to Commission staff upon inspection.

Marijuana Courier

The Marijuana Courier application is divided into two distinct sections to allow for the submission of initial application material up front. These two sections are the “Pre-certification application” and the “Provisional License application” respectively (more on this in the next section, below). However, as part of the Commission regulatory changes in October 2023, applicants for this license type will eventually have the ability to apply in a single application if they so choose. When this occurs, the requirements of both the Pre-Certification and Provisional applications will be captured in a single application.

Applicants for licensure as a Marijuana Courier shall include the following in the Provisional License application’s Application of Intent section:

1. Disclosure and documentation regarding any delivery agreement between the applicant and Marijuana Retailer; and
2. Disclosure and documentation regarding any agreement between the applicant and a Third-Party Technology Platform Provider.



When applying for a Marijuana Courier license, applicants may not yet have delivery agreements with Marijuana Retailers or agreements with Third-Party Platform Providers. If applicants do not have these agreements during the application process, they do not need to provide this information. However, please note that all applicants and licensees must notify the Commission of any agreements within five (5) business days of any agreement being made.

Additionally, Marijuana Courier applicants shall include a detailed summary of its delivery plan and procedures in compliance with 935 CMR 500.145 in the Management and Operations Profile section.

Adult/Medical License Application Difference

Some differences between deliveries performed for adult- and medical-use purposes:

- *MTCs may deliver, after approval, to registered patients and caregivers as part of their license;*
- *Adult-use consumers shall be pre-verified by a Marijuana Retailer prior to being eligible for delivery;*
- *Adult-use deliveries can only occur in the (1) city/town where the delivery licensee is licensed, (2) city/town that allows for retail of marijuana, and (3) city/town that has notified the Commission that delivery may occur within its borders;*
- *Registered agents performing adult-use deliveries shall wear body cameras at all times outside of the delivery vehicle while delivering marijuana. All adult-use consumers shall be notified of this requirement at the time of order, on proof of order, and at the residence.*

Marijuana Delivery Operator

The Marijuana Delivery Operator application is divided into two distinct sections to allow for the submission of initial application material up front. These two sections are the “Pre-certification application” and the “Provisional License application” respectively (more on this in the next section, below). However, as part of the Commission regulatory changes in October 2023, applicants for this license type will eventually have the ability to apply in a single application if they so choose. When this occurs, the requirements of both the Pre-Certification and Provisional applications will be captured in a single application.

Applicants for licensure as a Marijuana Delivery Operator shall include the following:



1. A delivery plan that demonstrates compliance with 935 CMR 500.146;
2. A plan to obtain Marijuana and Marijuana Products;
3. Any documentation and information pertaining to agreements with Third-Party Technology Platforms; and
4. A detailed plan for White Labeling, if applicable, which should include at a minimum: the image or logo to be used as part of the label and whether the applicant or the Marijuana Establishment will be the one to affix the label.

Applicants for licensure as a Delivery Operator shall include the following in the Provisional License application's Provisional License application:

1. Any documentation and information pertaining to agreements with Third-Party Technology Platforms;
2. A detailed plan for White Labeling, if applicable, which should include at a minimum: the image or logo to be used as part of the label and whether the applicant or the Marijuana Establishment will be the one to affix the label.

Social Consumption Establishment

Applicants for licensure as a Social Consumption Establishment shall include the following plans, policies, and procedures as part of the Management and Operations Profile section of the Pre-Certification application:

1. Plan to prevent consumers from bringing marijuana and marijuana products onto the premises;
2. Disposal procedures for unsold and unconsumed marijuana products;
3. Procedures to ensure that consumers are not overserved;
4. Procedures to educate consumers about the risk of impairment and penalties for operating under the influence;
5. Operational plan to ensure the ME makes a diligent effort to assist impaired customers in finding means of transportation and is tailored to the ME's geographical region;
6. If vaporization or other non-smoking forms of consumption involving heat are permitted indoors, plans and building plans to ensure the following:
 - a. Consumption area involving heat takes place isolated from other areas, separated by walls and a secure door, with access only from the ME;
 - b. Employees have access to a smoke-free, vapor-free area;
 - c. A ventilation system that directs smoke vapor from the consumption area to the outside of the building through a filtration system sufficient to remove vapor, consistent with all applicable building codes and ordinances, and adequate to eliminate odor at the property



line;

7. Procedures to ensure no sales occur within the consumption area;
8. Procedures to ensure employees monitor the consumption from a smoke-free, vapor-free area including, but not limited to, an employee monitoring the exit of the ME;
9. Procedures to ensure that smoking as defined by M.G.L. c. 270 §22 is prohibited indoors; and
10. Procedures to ensure sanitary practices in compliance with 105 CMR 590 are utilized.

Pre-Certification: Available to Economic Empowerment Priority Applicants, Social Equity Business Applicants, and Social Equity Program Participants License Applicants

License applications for all license types for businesses majority owned and controlled by Economic Empowerment Priority Applicants, Social Equity Program Participants, and Social Equity Businesses can now be submitted in one of two ways: (1) a single license application or (2) by utilizing a two-part pre-certification and provisional license application. Documentation will be required from all license applicants but may be requested at different parts of the application.

EYI—For Your Information

As a matter of policy, the Commission voted to extend the option for pre-certification to all license types for members of its social equity initiatives. The option to take advantage of this process is up to each individual applicant; however, some benefits of being pre-certified can include the following: (1) having a Commission-issued pre-certification notice in hand to demonstrate a propensity to operate a Marijuana Establishment; (2) using that notice to negotiate with municipalities and landlords; (3) seeking capital resources; and (4) being background checked sooner in the licensing process to see if, at that point in time, all persons and entities associated with the business are suitable for licensure.

Pre-Certification Application

The Pre-Certification Application will require applicants to submit limited information that demonstrates a propensity to successfully operate a ME. The applicant will have to disclose information pertaining to proposed ownership and control, background information, and operating policies and procedures commonly required for all license types. The application fee will be required unless waived under the regulations. However, in the Pre-Certification Application, applicants will not be prompted or required to submit the following information:

1. Disclosure of location and property interest;
2. Certification of Host Community Agreement;



3. Community Outreach Meeting documentation;
4. Proof of a bond or escrow;
5. Information about capital resources; and
6. Plan to remain compliant with local ordinances.

Additionally, the Commission now allows for background checks to be conducted on individuals and entities during the pre-certification phase to verify suitability for licensure. This is a voluntary option that will require additional costs (currently \$475 per individual). If this option is chosen, applicants will be required to submit background check authorization forms.

Once a Pre-Certification Application is submitted, it will be reviewed for compliance with Commission’s regulations. Background check and fingerprinting is not required at this stage of the application. If approved by the Commission, the applicant will be considered pre-certified— this approval does not convey any type of license or guarantee licensure. However, upon approval, the applicant will be sent a dated notice and a copy of their Pre-Certification Application.

Provisional License Application

Within 24 months of an applicant being pre-certified, the applicant must submit a Provisional License Application. No application fee is required for this part of the application. In this part of the application, the applicant must update all previously provided information. The applicant will be required to submit all other required information and documentation usually disclosed in all other license applications.

Once a Provisional License Application is submitted, it will be reviewed for compliance with Commission’s regulations. Background check and fingerprinting will be required at this stage of the application and the host community will be requested to respond as to the proposed ME’s compliance with local ordinances or bylaws. If approved by the Commission, the applicant will be required to pay the associated license fee pursuant to the regulations and be issued a provisional license.

FYI—For Your Information

Social Consumption Establishment licenses shall be exclusively available to Economic Empowerment Applicants, Social Equity Participants, Microbusinesses, and Craft Marijuana Cooperatives for 36 months from when the first commence operations approval is provided to a Social Consumption licensee.



Order of Review

The Commission reviews all license applications that have been fully submitted. Once fully submitted, a license application enters the queue to be reviewed based on the date and time submitted and whether the application is a priority, expedited, or general application. Applications are reviewed in that order, with priority applications first, followed by expedited applications and finally general applications.

Priority Applications

Previously designated MTC Priority Applicants or Economic Empowerment Priority Applicants shall have priority status; consequently, they are reviewed before other applications. Priority status, however, is not available to new applicants as dictated by statute. The Commission reviews priority applications on an alternating basis, beginning with the first-in-time-application received from either an MTC Priority Applicant or Economic Empowerment Priority Applicant. The Commission has adopted a policy that an applicant can only utilize its MTC Priority status for an adult-use application where the proposed ME will be colocated with the MTC and perform the same type of operations (retail, product manufacturing or cultivation). Additionally, MTC Priority status is only conferred to adult-use applications where the MTC license is still active at the time of submission of the adult-use application(s) and at the same location as the MTC operation.

Expedited Applications

After priority applicants, the Commission will review expedited applications by the date and time the application was fully submitted. Expedited applications are those submitted by Social Equity Participants, Marijuana Microbusiness applicants, Craft Marijuana Cooperative applicants, Independent Testing Laboratory applicants, Outdoor Marijuana Cultivator applicants, minority-owned businesses, women-owned businesses, and veteran-owned businesses. Certain requirements exist for applicants seeking an expedited review:

- Applicants for Marijuana Microbusinesses, Craft Marijuana Cooperatives, Independent Testing Laboratories, and Outdoor Marijuana Cultivators may use expedited review for those specific applications only and no other type of license application;
- A Social Equity Participant must possess 10% or more of equity in a proposed ME for the application to receive expedited review.
 - Please note that Social Equity Participants may receive expedited review if 10% ownership is demonstrated but will be unable to be eligible for a fee waiver if under 50% ownership;
- A minority-owned business, women-owned business, and/or veteran-owned business must disclose this designation in their license application and either (1) be certified as that specific type of business with the Supplier Diversity Office or (2) signed up for the Supplier Diversity



Office's required business class and complete and upload the Expedited Review Affidavit into their license application. Certification as minority- owned business, women-owned business, and/or veteran-owned business by the Supplier Diversity Office will be required prior to obtaining a final license. For more information pertaining to obtaining certification from the Supplier Diversity Office can be located here: <https://www.mass.gov/supplier-diversity-office>.

- Please note that businesses intending to be certified by the Supplier Diversity Office can qualify for expedited review by demonstrating certain requirements. However, they will not be eligible for any fee waivers unless actually certified by the Supplier Diversity Office.

General Applications

When no priority or expedited application is awaiting initial review, all other general applications are reviewed by the date and time the application was fully submitted.

Adult/Medical License Application Difference

While adult-use applications will be reviewed based, in part, on the type of priority or expedited status they receive, MTC applications are reviewed solely by the date and time the application is submitted. No priority or expedited review is given to MTC applicants.

Responding to a Request for Information (RFI)

Once a license application is received, it is reviewed for compliance with the Commission's regulations. If any part of the application does not comply with the Commission's regulations, the applicant will receive a notice requesting further information, commonly referred to as an RFI. All RFI notices will contain information on any deficiency or non-compliant issue identified with a brief narrative.

Additionally, as part of the initial and subsequent review of new license applications, new statutes and regulations require the Commission to review and certify HCAs or HCA waivers effective March 1, 2024. If the Commission receives a non-compliant HCA or HCA waiver, the applicant and municipality will both receive RFIs. The municipal RFI will only contain information related to the relevant HCA portions of the application—it will be the same comments sent to the applicant. The applicant and municipality may then return to the "negotiation table" and rectify the non-compliant issues related to the HCA or waiver. For more information on HCAs, please see the Commission's Guidance on Host Community Agreements on its website.

Applicants will receive RFI notices to the business email address identified in their application.



Additional notifications will be sent through MassCIP to the user's account when the license application or relevant section of the license application is reopened. Applicants should endeavor to cure the deficiency or non-compliant issue in a timely manner and make no additional changes to the application that were not requested. However, if additional changes are made to the application, the applicant should send notification to licensing@cccmass.com.

Once all deficiencies and non-compliant issues have been cured, and all necessary documentation and information has been uploaded, the applicant should resubmit the license application or relevant section. The Commission will review the new information in a timely manner. The application will be deemed complete if it is now found to be in compliance with the Commission's regulations, otherwise, an additional RFI notice will be sent following a supplemental review.

Adult/Medical License Application Difference

All adult-use applications are processed through MassCIP. MTC license applications are also now only available through MassCIP.

Application Deemed Complete

The Commission will send applicants a notice when their application is deemed complete. The notice will contain the following information:

- Payment instructions for background checks to be performed;
- Fingerprint instructions for all required individuals;
- Notification that the application, to the extent permitted by law, has been sent to the municipality (in which the ME will be located) requesting a response as to the ME/MTCs compliance with local ordinances or bylaws within 60 days***; and
- Notification that the Commission will consider the application for a provisional license within 90 days.

***Please note that municipal notifications at this stage in the licensing process generally give municipalities 60 days to respond. Pursuant to new regulations, for license applications that are deemed complete, this timeframe will be reduced to 30 days for municipalities if the application is for a Social Equity Business or for businesses with majority ownership and control of Economic Empowerment Priority Applicants and/or Social Equity Program Participants.

Applicants should follow all instructions within this notice in a timely manner. Additionally, applicants



are required to keep all information within their application current and can do so by notifying licensing@cccmass.com. Please note that if a material change occurs after an application has been deemed complete, the Commission may deem the application incomplete pending further review.

During this 90-day window, the Commission will review all background check and fingerprint reports for suitability in compliance with 935 CMR 500.800, 500.801, 501.800, and 501.801, as applicable. Additionally, the Commission will review any response sent by the municipality as it relates to local compliance. If any information received presents compliance issues, the applicant will be notified. If all information received is in compliance, the application will be recommended for provisional licensure.

EYI—For Your Information

Municipalities most likely have local licensing requirements, such as special permits, that are required to operate a ME or MTC. Some municipalities require satisfaction of local licensing requirements prior to provisional licensure— applicants are expected to ensure any local licensing requirements are satisfied during the application phase including the possession of a compliant HCA or HCA waiver. However, as is frequently the case, special permits, building permits, and other local licensing requirements are required prior to final licensure and will be verified by Commission staff during the inspectional phase and prior to final licensure and the licensee being able to operate.

License Process

All applicants seeking licensure as a ME or MTC follow the same licensing process. Applicants first submit a license application for the particular license they are seeking. The license application process was discussed in prior sections. The upcoming sections discuss what occurs and is required once the Commission approves an applicant for a provisional license.

Provisional Licensure

Once an applicant is approved for a provisional license, they are considered to be provisionally approved. The provisionally approved applicant shall submit the required license fee payment within 90 days. Failure to pay the applicable license fee within the required time frame shall result in the license approval expiring. If this occurs, a new license application will need to be completed pursuant to 935 CMR 500.101 and will require Commission approval.

All provisionally approved applicants will receive a notice following the approval of the Commission via its business email address contained within its application explaining next steps which include the



following:

- The process for remitting the required license fee;
- Information pertaining to requesting an architectural review, if applicable;
- The need to submit applications for all current executives, directors, board members, managers, employees, and volunteers as registered agents; and
- The need to submit a request for a Post-Provisional License Inspection once certain requirements have been fulfilled. A form to request this inspection will be included in your provisional license notice.

Licensees may request a Post-Provisional License Inspection once the following has been completed:

- All construction and renovations have been completed;
- All local permits, certificates of occupancy, local licenses, and approvals have been obtained;
- All current executives, directors, board members, managers, employees, and volunteers have been registered as agents;
- All conditions of the provisional license have been complied with and ready for review by Commission staff; and
- Full compliance exists as to security, storage, transportation, and all other operating procedures, as applicable.

Adult/Medical License Application Difference

The process for registering agents is different for MEs than for MTCs. First, all provisionally approved applicants must remit their required license fee. MEs must have their license fee approved in MassCIP. Once approved, licensees may start completing agent registration applications using their license number through MassCIP. MTCs must complete the onboarding documents sent with their provisional license notice and follow all instructions. Once principles have been assigned for your MTC, you will be able to complete agent registration applications through MMJOS.

Once the licensee is ready for a Post-Provisional License Inspection, they will complete the request form sent with the provisional license notice and follow the instructions. Commission staff will call and schedule the inspection—this inspection will be an announced inspection. On the day of the inspection, Commission staff will review the licensee’s compliance with applicable regulations. Please note that the Commission has extended priority and expedited scheduling of inspections to licensees who qualify as



they did for their application.

After an inspection in which a violation is observed or a violation is otherwise determined to have occurred, the Commission shall issue a deficiency statement citing every violation identified, a copy of which shall be left with or sent to the licensee. A licensee shall submit to the Commission a written plan of correction for any violations cited in the deficiency statement issued within ten (10) business days after receipt of the statement. A plan shall state, with respect to each deficiency, the specific corrective step(s) to be taken, a timetable for such steps, and the date by which compliance will be achieved. The Commission shall review the plan of correction and shall notify the licensee of either the acceptance or rejection of the plan. An unacceptable plan must be amended and resubmitted within five (5) business days after receipt of such notice. Commission staff will schedule and perform a re-inspection until full compliance is achieved.

It is important to note that provisional licensees shall not possess marijuana for adult- or medical-use operations prior to being approved for a final license.

Final Licensure

Once the licensee is in full compliance following a Post-Provisional License Inspection, the ME and/or MTC will be recommended to the Commission for a final license. The Commission may approve the issuance of a final license subject to conditions which may include, but not be limited to, the ability to possess marijuana and marijuana products as well as perform operations for the particular license. All final licensees will be prohibited from selling marijuana and marijuana products to other licensees, and to consumers in the case of Marijuana Retailers and certain other licenses, until receiving permission to commence full operations.

All final licensees will receive a notice following the approval of the Commission via its business email address contained within its application explaining next steps which include the following:

- The need for the licensee to have key personnel successfully complete all Metrc training and be granted access into the Metrc system if not already completed;
- Enter beginning inventory into Metrc;
- Begin tagging all plants;
- Ensure all labeling and packaging for finished marijuana and marijuana products are in compliance;
- Ensure all marijuana and marijuana products that are packaged for sale to consumers have traceable lab results and such results were completed by an Independent Testing Laboratory approved by the Commission for licensure;
- Submit applications for all employees and volunteers as registered agents on an ongoing basis;



- Ensure that the licensee has registered for Marijuana Retail Tax with the Department of Revenue (for Marijuana Retailers, Marijuana Delivery Operators, and Microbusiness utilizing a Delivery Endorsement only); and
- The need to submit a request for a Post-Final License Inspection once certain requirements have been fulfilled. A form to request this inspection will be included in your final license notice.

Once the licensee is ready for a Post-Final License Inspection, they will complete the request form sent with the final license notice and follow the instructions. Commission staff will call and schedule the inspection—this inspection will be an announced inspection. Please note that the Commission has extended priority and expedited scheduling of inspections to licensees who qualify as they did for their application.

On the day of the inspection, Commission staff will review the licensee’s compliance with applicable regulations. The procedures for deficiency statements and plans of correction that were stated in the section above also apply to this inspection.

Commence Operations

Once the licensee is in full compliance following a Post-Final License Inspection, the ME and/or MTC will be recommended to the Commission to commence operations. Once approved, the licensee will receive a notice to commence operations. Once received, the licensee shall provide written notice to the Commission three (3) full calendar days prior to the date operations will commence. Licensees may begin wholesaling products and certain licensees may begin selling marijuana and marijuana products to consumers and patients.

V. License Renewals

All licensees that have been approved by the Commission for at least a provisional license must renew their license annually. The licensee must access the Massachusetts Cannabis Industry Portal (“MassCIP”) using their username and password. A license becomes active once it is provisionally approved by the Commission and the license fee is received and processed. A license expires one (1) year from the date it becomes active. A renewal application will become available to the licensee in MassCIP 120 days prior to the expiration of their license. Licensees are required to submit an application for renewal at least 90 days prior to the license expiring.



Adult/Medical License Application Difference

MTCs that are, at a minimum, provisionally licensed, must submit their renewal application and required renewal fee outside of MassCIP for the near future. Forms with instructions are available on the Commission's website.

Once principles have been assigned for your MTC, you will be able to complete agent registration applications through MMJOS.

License Renewal Requirements

The renewal application will require all licensees to provide updated information for the following:

- The licensee's contact information, if necessary;
- The business information for entities currently on the license;
- The personal information for individuals currently on the license, including the removal of individuals and entities that are no longer associated with the license;
- The information pertaining to individual interest in cannabis-related businesses and licenses in Massachusetts and other jurisdictions;
- The licensee's plan to remain compliant with local ordinances or bylaws to specifically include all information pertaining to zoning districts, special permits, building permits, certificates of occupancy, and any other local requirements;
- New background disclosures for all individuals and entities associated with the license;
- Certificates of good standing from the Massachusetts Department of Revenue, Massachusetts Secretary of the Commonwealth, and Massachusetts Department of Unemployment Assistance dated within 90 days;
- If the licensee is not operational yet, a timeline to become operational which includes the following: outstanding local approvals, operational impediments, and specific projected date(s) as to when any issue will be resolved, and the establishment will become operational; and
- The submission of a compliant HCA or HCA waiver, if one has not already approved and certified by the Commission.

Additionally, licensees are required to upload the following:

- Updated summaries of plans, policies, and procedures relating to security, transportation, prevention of diversion, quality control and testing, dispensing, inventory, and others that were previously required;



- Detailed, demonstrative, and quantifiable proof of the establishment's efforts, progress, and success of its approved Positive Impact Plan;
- Detailed, demonstrative, and quantifiable proof of the establishment's efforts, progress, and success of its approved Diversity Plan;
- Provide an updated Positive Impact Plan;
- Provide an updated Diversity Plan, and
- Finally, renewal applicants will be required to pay the required license fee.

The renewal application will require certain licensees to provide the following:

- Cultivators and Craft Marijuana Cooperatives must provide documentation and information that demonstrates that the cultivation operation has sold more than 70% of its product that has been fully harvested within the preceding six months. Cultivators and Craft Marijuana Cooperatives may have their tier level reduced if, based on the dry weight analysis, they have sold less than 70% of the amount of marijuana cultivated and cured to Product Manufacturers or Retailers. When determining whether to reduce a licensee's tier, additional factors may be considered:
 - Cultivation and production history and whether the inventory suffered a catastrophic event;
 - Transfer, sales, and excise tax payment history;
 - Existing inventory;
 - Sales contracts; and
 - Any other relevant factor to ensure responsible management.
- Cultivators, Craft Marijuana Cooperatives, and Microbusinesses shall provide the following: (1) a report of its energy and water usage over the previous 12 months and (2) a new or updated energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or registered Architect along with supporting documentation.
- Product Manufacturers, Microbusinesses, and Craft Marijuana Cooperatives must provide detailed information regarding the products they produced. Required information includes the following: pictures of their products, pictures of the product labels, disclosure of type of product, and description of product including types, forms, shapes, colors, and flavors.
- Colocated Marijuana Retailers shall submit the following information pertaining to patient supply of marijuana:
 - The licensee's policy and the procedures (e.g., data points, formulas) relied on to determine what constitutes a sufficient quantity and variety of marijuana products consistent with 935 CMR 500.140(10); and
 - The licensee's policy and procedures for determining what qualifies as a reasonable substitution for a medical marijuana product under 935 CMR 500.140(10) and its policy for communicating reliance on the substitution to patients.



Licensees will not be able to update certain information in the renewal application as the Commission has alternative ways to make these changes:

- Licensees will not be able to add individuals or entities that will obtain ownership or control over the establishment;
- Licensees will not be able to change the location of the establishment; and
- Licensees will not be able to change the name of the establishment.

Once the license fee has been paid, and all the required information has been provided and updated, the licensee will be able to submit the renewal application.

The Commission may request additional information to determine whether the renewal application should be granted or denied. The Commission may deny a renewal application for any basis set forth in 935 CMR 500.450, including but not limited to, failure to provide complete, accurate, or truthful information.

License Renewal Questions & Answers

What changes to the license renewal process occurred based on Chapter 180 and related Commission regulations?

The license renewal application requirements have changed in the following ways:

The Commission now requires licensees to submit an HCA or HCA waiver in compliance with 935 CMR 500.180 or 935 CMR 501.180. All renewal license applications for the first year following March 1, 2024 will require one of these documents to be submitted and certified by the Commission in order to obtain renewal. Following that year, licensees will be required to provide any updated HCA or HCA waiver upon renewal if there has been a change to those documents.

Second, licensees are no longer required to submit letters to the municipality asking for the anticipated or actual costs resulting from the operation **as part of their renewal application**. A similar but different requirement will be part of a separate application specific to Community Impact Fees. For more information, please see the Commission's Guidance on Community Impact Fees that will be available around June 2024.

Lastly, licensees are now required to submit their license renewal application no later than 90 days prior to expiration.



How is the license expiration date calculated?

Once an applicant is approved by the Commission for a provisional license, they must pay their license fee. The date the Commission approved the license fee payment is when the license starts. It expires one year from the date the fee is approved.

How do I know when my license expires?

There are several ways to find out when your license will expire:

- The licensee will receive a notice approximately 150 days prior to the license expiration date.
- If you received a final license, the expiration date of your license will be on the upper right corner of the license certificate you received.
- If you log into the MassCIP, you can access your license information which will show the expiration date.

Why can't I add individuals or entities in the renewal application?

The process to add individuals or entities onto a license is a separate process provided for in the regulations. This process requires conducting background and fingerprint checks by a vendor. Additionally, it requires the Commission to review individuals and entities for the purpose of compliance with license limits.

Why can't I change the address of the establishment in the renewal application?

The process to change the location of an establishment is a separate process provided for in the regulations. This process requires an in-depth analysis of property interest documentation, conducting a Community Outreach Meeting, executing a Host Community Agreement, and requiring municipal notification and response.

Why can't I change the name of the establishment in the renewal application?

The process to change the name of an establishment is a separate process provided for in the regulations. This process requires the submission of proposed articles of incorporation and notification to the Secretary of the Commonwealth once the change is approved by the Commission. This notification will require additional approval by the Secretary of the Commonwealth.

What will I need to show for documentation to demonstrate the reasonable progress or success of my Positive Impact Plan?

Licensees are required to have a positive impact on disproportionately affected areas. All licensees submit a Positive Impact Plan in their initial application that outline the goals, programs, and measurements they plan to implement. Licensees are then required to demonstrate the progress or success of those programs.



Licensees should utilize the measurements, and overall metrics, to demonstrate progress or success of each component of their plan. Documentation that may be submitted to demonstrate the progress or success include the following:

- Internal reports with verifiable data;
- Participant information and surveys;
- Service and vendor agreements;
- Employment reports;
- News articles;
- Third-Party documentation;
- Documentation of donations; and
- Other documentation.

What will I need to show for documentation to demonstrate the reasonable progress or success of my Diversity Plan?

Licensees are required to promote equity among women, people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, veterans, people with disabilities, and LGBTQ+ individuals. All licensees submit a Diversity Plan in their initial application that outline the goals, programs, and measurements they plan to implement or have implemented.

Licensees are then required to demonstrate the progress or success of those programs.

Licensees should utilize the measurements, and overall metrics, to demonstrate progress or success of each component of their plan. Documentation that may be submitted to demonstrate the progress or success include the following:

- Internal reports with verifiable data;
- Service and vendor agreements;
- Employment reports;
- Employee surveys;
- Training materials
- Other documentation.

Why do I need to update the summaries of plan, policies, and procedures of the establishment?

All licensees are required to update the information contained within its original application for licensure. Licensees must also keep and maintain standard operating procedures pursuant to the Commission’s regulations. These standard operating procedures may be used to update these plans as long as the relevant sections are uploaded separately.



Do I need to have background checks and fingerprints for individuals and entities listed on the renewal application?

No. However, all individuals associated with the establishment must be registered as agents. The licensee is required to perform regular background checks on all agents.

What background information must I disclose for individuals and entities?

All background information required under 935 CMR 500.101(1)(b)(3) and 935 CMR 501.101(1)(b)(3), in addition any other information that may have direct correlation to the suitability of individuals and entities must be disclosed.

What documentation must I provide to show that I sold more than 70% of our product during the past six months for my cultivation or Craft Marijuana Cooperative license?

The Commission's regulations require documentation to demonstrate the amount of marijuana cultivated and sold. Documentation that should be provided include the following:

- Metrc report showing cultivation and production history including a statement of whether the plants or inventory suffered a catastrophic event since the issuance or last renewal of the license;
- Transfer, sales, and tax payment history;
- Existing inventory and inventory history;
- Sales contracts; and
- Any other factors or documentation relevant to ensuring responsible cultivation, production, and inventory management.

What if, under my cultivation license, I did not sell more than 70% of our product during the past six months?

The Commission may relegate, or reduce, your tier level.

How long are certificates of good standing valid for the renewal application?

Certificates of good standing are valid for 90 days. The Commission will consider the certificate valid as long as it is not older than 90 days from the date the renewal application is submitted.

What if my license expires and I don't renew?

The license is no longer valid, and the licensee must cease operations immediately.

Can I renew multiple licenses at once?

You may renew multiple licenses at once if they expire during the same time frame. Renewal applications become available 120 days prior to the expiration date and must be submitted no later than



60 days from the date the license expires. Regardless, each license must be renewed using a separate renewal application within the MassCIP.

What if I need to request a change in ownership or control, location, or name of the establishment when it is time to renew?

You may submit the change request at the same time. However, the renewal of the license will take precedence.

Will I need an inspection prior to the renewal of my license?

Commission staff conduct announced and unannounced inspections periodically. They may conduct an inspection, request documentation, or take other investigative action, as necessary.

What are my appeal rights if my license renewal is denied?

You will receive written notice from the Commission if your renewal application is denied. You may request a hearing on the denial of your renewal application by submitting a request for hearing in writing within twenty-one (21) days after the effective date stated in the notice. Failure to timely request a hearing shall constitute a waiver of the right to a hearing before the Commission and final agency action of the Commission.

VI. License Changes

Once an applicant is at least provisionally licensed by the Commission, certain changes to a license shall be approved by the Commission before the change is effectuated. In order for one of the below changes to occur, an application for such change accompanied by the required fee, shall be sent to the Commission for its consideration. Fees for the below changes are identified within this document. The changes that first require Commission approval include the following:

- Changes to ownership and/or control***;
- Change of location;
- Change of name; and
- Change in structure.

The table below provides some clarification over these types of changes:

| License Change | Regulatory Requirement | Additional Information |
|----------------|------------------------|------------------------|
|----------------|------------------------|------------------------|



| | | |
|-------------------------|--|---|
| Ownership or Control*** | Prior to any change in ownership or control where a new Person or Entity Having Direct or Indirect Control is to be added, the licensee shall submit a request for such change to the Commission. | All individuals and entities associated with this change will be required to undergo a background check and pay associated background checks fees when directed. Individuals will be required to undergo fingerprint checks when directed. Additional due diligence investigations may be conducted where deemed appropriate. |
| Location*** | Prior to changing its location, a licensee shall submit a request for such change to the Commission. | Once a change of location application has been deemed complete, the municipality in which the licensee plans to operate will be notified and given 60 days to respond as to the licensee’s compliance with local ordinances or bylaws. This will occur even in the circumstances where the licensee is moving to a new location within the same municipality. |
| Name*** | Prior to changing its name, a licensee shall submit a request for such change to the Commission. Name change requests, and prior approval, shall apply to an establishment proposing a new or amending a current doing-business-as name. | |
| Structure | Prior to any modification, remodeling, expansion, reduction or other physical, non-cosmetic alteration of the MTC, the establishment shall submit a request for such change to the Commission. | |

***Please note that change of ownership and control and location requests may require the submission of an HCA or HCA waiver as part of the request on or after March 1, 2024. A change of name request may require an attestation or documentation that notification to the municipality of the name change if



an HCA or HCA waiver has been previously executed.

None of the above changes shall be permitted until approved by the Commission. Failure to obtain approval of such changes may result in a license being suspended, revoked, or deemed void.

Other changes to a licensee's application shall be reported to the Commission within five (5) business days pursuant to 935 CMR 500.104(5) and 935 CMR 501.104(5). Examples of such changes include, but are not limited to, the following:

- Changes to contact information for the business or associated individuals and entities;
- Changes to plans, policies, and procedures; and
- Changes to hours of operation.

VII. Compliance and Enforcement

All licensees are required to remain in full compliance with applicable laws and regulations. Submission of a license application or issuance of a license constitutes consent for any inspection. In addition to the inspections that are conducted as part of the licensing process, licensees can expect any of the following to occur:

- Announced inspections;
- Unannounced inspections;
- Investigations related to complaints;
- Financial audits;
- Inspections related to the Commission's Secret Shopper Program; and
- Other inspections and investigations related to compliance with applicable laws and regulations.

Licensees shall allow immediate access to the facility on being presented with photo identification documenting the Commission representative's affiliation with the Commission. The licensee shall immediately on request make available to the Commission all information that may be relevant to an inspection or investigation of an incident or a complaint. Commission staff has the authority to access to a licensee's papers, books, documents, records, correspondence, electronic communications, and other tangible things to examine and inspect.

If noncompliance remains, or if a risk to public safety, health, or welfare exists, the following enforcement actions may occur:

- Administrative holds related to products;



- Limitation on sales;
- Removal and prohibition of products;
- Quarantine of products;
- Cease and desist orders;
- Summary suspension orders;
- Orders to show cause;
- Suspension of a license;
- Revocation of a license;
- Denial of a renewal of license; and
- License being deemed void.

The above items are not an exhaustive list. Detailed information regarding administrative actions can be found in the Commission's regulations. If aggrieved, and where applicable, licensees may request a hearing pursuant to 935 CMR 500.500 and/or 935 CMR 501.500.



VIII. Appendix

Appendix A: Licensure Flow Chart



- License applications are submitted by applicants through MassCIP.
- License applications are reviewed based on status and date/time.
- Applicants shall submit all required information and documentation that complies with the Commission’s regulations.
- Applicants may receive requests for additional information.
- All license applications will be reviewed within 60 days of submission.



- Applicants will receive a notice once their application is deemed complete.
- Applicants shall pay all background check fees and have all required individuals fingerprinted.
- The host community will receive notification and a copy of the application. The host community will be given 30 or 60 days to respond as to compliance with local ordinances or bylaws depending on the applicant’s status as a member of the Commission’s social equity program .
- The Commission will approve or deny the application for a provisional license within 90 days.



- Applicants will receive a notice once approved for a provisional license. The notice will contain next steps in the licensing process as well as a form to request an inspection when ready.
- Applicants will pay the required license fee and start registering agents.
- Inspection(s) of the ME/MTC will be performed to ensure compliance with the Commission’s regulations.



- Licensees will receive a notice once approved for a final license. The notice will contain next steps in the licensing process as well as a form to request an inspection when ready.
- Licensees will begin entering product into Metrc, labeling and packaging product, and continue registering agents among fulfilling other requirements.





- Inspection(s) of the ME/MTC will be performed to ensure compliance with the Commission's regulations.
- The licensee will receive a notice stating they can commence operations.
- The licensee is subject to ongoing compliance with all applicable laws and regulations and to announced and unannounced inspections.

Appendix B: License Application Checklist

Application of Intent Section

- List of all Persons or Entities Having Direct or Indirect Control
- List of all persons or entities contributing capital resources and bank statement(s) or letter(s) from a financial institution for each person or entity contributing capital resources showing proof of funds dated within 60 days of submission of the application (MTC applicants are required to show a specific minimum amount of capital resources)
- Disclosure and documentation of any out-of-state or in-state marijuana-related business interests for any individual or entity associated with the application
- Disclosure of the proposed address of the ME along with property interest documentation
- Bond or Escrow Account
- Compliant HCA or HCA Waiver
- Community Outreach Meeting Attestation Form with supporting documentation
- Plan to remain compliant with local zoning/ordinances
- Plan for Positively Impact Disproportionately Harmed People
- Specific Requirements for Certain License Types
 - Marijuana Microbusiness: evidence of MA residency for a majority of the members or executives
 - Craft Marijuana Cooperative: evidence of MA residency for all members and shareholders, evidence of cooperative's business organization, evidence of one member filing a Schedule F (Form 1040) or an agreement to lease land owned by a person or entity that has filed a Schedule F within 5 years, and evidence of organization consistent



- with Seven Cooperative Principles
- Marijuana Courier: disclosure and documentation of any delivery agreement with Marijuana Retailers and any agreement with a Third-Party Technology Platform Provider
- Marijuana Delivery Operator: disclosure and documentation of any delivery agreement with any Third-Party Technology Platform Provider

Background Check Section

- List of all individuals and entities that were entered in the Application of Intent.
- Disclosure of any past or pending criminal or civil actions, disciplinary actions, and denial of licensure for all individuals and entities.
- Submission of required documents for each individual: (1) valid government identification, (2) CORI Authorization Form, (3) Release and Authorization Form; and
- (4) Disclosure and Acknowledgment Form.

Management and Operations Profile Section

- Massachusetts Business Identification Number and any D/B/A information, if applicable
- Copy of Articles of Organization and Bylaws/Operating Agreement
- Certificate of Good Standing from the Department of Revenue, Secretary of the Commonwealth and Department of Unemployment Assistance
- Business Plan
- Proposed timeline to become operational
- Plan to obtain limited liability insurance
- Summaries of following Operating Plans, Policies, and Procedures:
 - Security Plan
 - Inventory Plan
 - Storage Plan
 - Transportation Plan
 - Plan to Restrict Access to 21 Years of Age
 - Prevention of Diversion Plan
 - Quality Control and Testing Procedures
 - Personnel Policies
 - Record Keeping Policies
 - Maintenance of Financial Records Policy
 - Qualifications and Intended Training
 - Diversity Plan
 - Energy Compliance Plan
- Specific Requirements for Certain License Types
 - MTC: cultivation plan, list of products to be produced, methods of production, safety



- plan, and sample of unique identifying mark
 - Marijuana Cultivator: cultivation plan
 - Marijuana Product Manufacturer: plan to obtain marijuana, list of products to be produced, methods of production, safety plan, and sample of unique identifying mark
 - Marijuana Retailer and Marijuana Delivery Operator: plan to obtain marijuana and marijuana products and dispensing plan
 - Marijuana Microbusiness: cultivation plan (if cultivating), plan to obtain marijuana (if not cultivating), list of products to be produced, methods of production, safety plan, and sample of unique identifying mark (if producing)
 - Craft Marijuana Cooperative: cultivation plan, list of products to be produced, methods of production, safety plan, and sample of unique identifying mark
 - Independent Testing Laboratory: ISO 17025:2017 certification
 - Marijuana Courier and Marijuana Delivery Operator: delivery plans
 - Social Consumption Establishment: additional plans are required—please see guidance document.
- Proposed Hours of Operation (Delivery applicants should be aware of operational time restrictions)
 - Emergency Contact(s)

Application Fee Section

- Submit the required application fee

Questions?

If you have additional questions regarding this guidance on licensure, please contact the Commission at Commission@CCCMass.com or (774) 415-0200.



Model Host Community Agreement Template

Disclaimer: Pursuant to M.G.L. c. 94G § 4(a), the Commission is authorized to review, regulate, enforce, and approve Host Community Agreements and to develop this Model Host Community Agreement. A Host Community Agreement submitted by a License Applicant, Marijuana Establishment, and/or Medical Marijuana Treatment Center which is determined to conform with this document will be presumed compliant with applicable laws and regulations. While this template is a contractual tool for end users, it should not be interpreted or taken as the Commission providing legal advice. Prior to executing this document, or if you have additional questions regarding the legal requirements for Host Community Agreements, you are encouraged to consult with an attorney.



HOST COMMUNITY AGREEMENT

Between

[Empty rectangular box for party name]

And

[Empty rectangular box for party name]

This Host Community Agreement (“Agreement”) is entered into and executed this

_____ day of _____, _____

by and between

_____,

a business entity certified and recorded with the Massachusetts Secretary of the Commonwealth (the “Company”) applying for and/or currently holding a license issued by the Cannabis Control Commission (the “Commission”) and the Municipality of

_____ (“the Municipality”).

WHEREAS, the Company is applying for a Commission license (the “Applicant”) and/or is currently licensed by the Commission as a Marijuana Establishment(s) or Medical Marijuana Treatment Center(s) (the “Licensee”), and is located within or plans to locate within the Municipality;

WHEREAS, the Company shall comply with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 *et seq.*, and 935 CMR 501.000 *et seq.*, as applicable, and such approvals as may be issued by the Municipality in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

WHEREAS, the Company and the Municipality (collectively, the “Parties”) intend by executing this Agreement to comply and satisfy the provisions of G.L. c. 94G, § 3(d), as applicable to the licensed operation(s) of the Marijuana Establishment and/or Medical Marijuana Treatment Center, with such operations to be conducted in accordance with applicable zoning, laws, bylaws, or ordinances of the Municipality; and



NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Terms.

Where applicable, the following terms shall hold the same meaning and definitions as defined by the Commission in 935 CMR 500.000 *et seq.* and 935 CMR 501.000 *et seq.*, as applicable:

- a) **Marijuana Establishment (“ME”)** means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Marijuana Delivery Operator, Marijuana Courier, Marijuana Research Facility Licensee (as defined in 935 CMR 500.002: Marijuana Research Facility Licensee), Social Consumption Establishment (as defined in 935 CMR 500.002: Social Consumption Establishment), or any other type of licensed Marijuana-related business, except a Medical Marijuana Treatment Center.
- b) **Medical Marijuana Treatment Center (“MTC”)** means an entity licensed under 935 CMR 501.101 that acquires, cultivates, possesses, Processes (including development of related products such as Edibles, MIPs, Tinctures, aerosols, oils, or ointments), Repackages, transports, sells, distributes, delivers, dispenses, or administers Marijuana, products containing Marijuana, related supplies, or educational materials to Registered Qualifying Patients or their Personal Caregivers for medical use. Unless otherwise specified, MTC refers to the site(s) of dispensing, cultivation, and preparation of Marijuana for medical use.
- c) **Final License** means a certificate of final licensure issued by the Commission pursuant to its authority under G.L. c. 94G.
- d) **Fiscal Year** means the time period beginning with July 1st. and end with the following June 30th.
- e) **Community Impact Fee (“CIF”)** means impact fee(s) claimed by the Municipality which have been certified by the Commission or ruled upon by a court of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.
- f) **Claimed Community Impact Fee (“Claimed CIF”)** means impact fee(s) claimed by the Municipality which have not been certified by the Commission or ruled upon by a court



of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.

- g) **Reasonably Related** means a demonstrable nexus between the actual operations of a ME or MTC and an enhanced need for a Municipality's goods or services in order to offset the impact of operations. Fees customarily imposed on other non-marijuana businesses operating in a Municipality shall not be considered Reasonably Related.

Should there be a conflict between these definitions and those contained in 935 CMR 500.000 *et seq.* and/or 935 CMR 501.000 *et seq.*, the Commission's regulations shall control. Additionally, any term used in this Agreement but not identified and defined in this section shall hold the same meaning and definition as so defined in the Commission's regulations.

2. Authorized Operations.

The Parties stipulate that this Agreement provides permission for the Company to apply for, obtain, and operate the following selected license type(s) within the Municipality:

- Medical Marijuana Treatment Center
- Marijuana Cultivator (Indoor)
- Marijuana Cultivator (Outdoor)
- Marijuana Product Manufacturer
- Marijuana Retailer
- Marijuana Microbusiness (Indoor Cultivation & Product Manufacturing)
- Marijuana Microbusiness (Outdoor Cultivation & Product Manufacturing)
- Marijuana Microbusiness (Indoor Cultivation only)
- Marijuana Microbusiness (Outdoor Cultivation only)
- Marijuana Microbusiness (Product Manufacturing only)
- Marijuana Microbusiness (with Delivery Endorsement)
- Craft Marijuana Cooperative
- Marijuana Courier
- Marijuana Delivery Operator
- Marijuana Transporter
- Marijuana Research Facility
- Independent Testing Laboratory
- Standards Laboratory



Social Consumption Establishment

3. Location.

The Parties acknowledge that the Company shall identify to the Commission a proposed location where licensed operations of the ME/MTC will occur prior to being issued a license for such operations by the Commission.

4. Compliance.

The Parties shall comply with all laws and regulations governing the operation of the license type(s) selected in Section 2, as applicable, including, but not limited to:

- a) G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 *et seq.*, and 935 CMR 501.000 *et seq.*, as applicable, as the same may be amended from time to time, or its successor statute(s) if any.
- b) The Municipality's bylaws, local laws, ordinances, and zoning applicable to the operation of MEs/MTCs.
- c) The Company shall be responsible for obtaining from the Commission and the Municipality all licenses, permits, and approvals required for the operation of each license covered by the Agreement.
- d) The obligations of the Parties are contingent on the Company:
 1. Obtaining a Final License from the Commission for operation of a license type(s) selected in Section 2 in the Municipality and maintaining such license; and
 2. The Company's receipt of any and all necessary local permits and approvals to locate, occupy, and operate the license type(s) selected in Section 2 in the Municipality, inclusive of zoning compliance and maintaining compliance with all conditions of said approvals.
- e) Unless the Company submits an annual update to the Municipality as to its progress to becoming operational, this Agreement shall become voidable under the following circumstances:
 1. If the Company is unable to obtain a Final License from the Commission; or
 2. If such local permits and approvals are not granted for any reason.



- f) This Agreement does not affect the authority of the Municipality to issue or deny permits, licenses, or other approvals under the statutes and regulations of the Commonwealth, or the bylaws, local laws, zoning, and ordinances of the Municipality. Nor does this Agreement affect the Municipality's ability to enforce any applicable law.
- g) The Parties to this Agreement shall work in good faith to effectuate the purposes of this Agreement.

5. Annual Payments Responsibilities.

The Parties agree to the following provisions regarding annual payments responsibilities:

- a) **CIF**
 - 1. There may be additional expenses and impacts including but not limited to impacts on the Municipality's infrastructure systems, law enforcement, and fire protection services, as well as unforeseen expenses and impacts on the Municipality that are Reasonably Related to the operation of the ME(s)/MTC(s).
 - 2. To mitigate Reasonably Related expenses and impacts, the Company shall pay a CIF to the Municipality.
 - 3. The Municipality shall not explicitly or implicitly require the Company to make a promise of upfront or future monetary payments, in-kind contributions, or charitable contributions to the Municipality, notwithstanding the CIF payment provision allowed under G.L. c. 94G, § 3.
 - 4. A Claimed CIF or CIF shall not exceed three percent of the gross sales of the Company, nor be calculated on a certain percentage of the Company's sales.
 - 5. The Municipality shall not attempt to collect Claimed CIFs or CIFs relating to any operations occurring prior to the date the Company is granted a Final License by the Commission for any ME/MTC license(s) covered under this Agreement.
 - 6. The Municipality shall not attempt to collect Claimed CIFs or CIFs from the Company that has held a Final License for more than nine (9) years for a particular ME(s)/MTC(s).
 - 7. The Company shall notify the Municipality within five (5) business days of the



issuance of a Final License to the Company by the Commission for any license covered under this Agreement. Additionally, the Company shall notify the Municipality within five (5) business days of the issuance of a renewal of a license to the Company by the Commission for any license covered under this Agreement.

8. The Municipality shall provide an annual itemized invoice of Claimed CIFs claimed by the Municipality that are Reasonably Related to the operations of the Company within one (1) month of the anniversary of the date the Company receives or received a Final License from the Commission for each license held by the Company located within the Municipality, if more than one. All subsequent, one-year invoice periods shall be consistent with the anniversary of the Company's Final License date(s). Failure to provide said invoice within the prescribed time shall result in the Municipality forfeiting any Claimed CIF or CIF it may have been entitled to for the applicable year of the Company's operation.
9. The Municipality's itemized invoice shall specifically describe how the Claimed CIFs were spent, including a line item for each good or service charged, and a statement of its cost, purpose, and relation to the Company's particular operations.
10. The Company shall annually pay any undisputed Claimed CIF or CIF no later than the end of the current Fiscal Year or within 90 days of the date of the Commission's certification of the CIF, whichever is later.
11. The Company shall not be required to pay a Claimed CIF or CIF while the Claimed CIF or CIF is the subject of a nonfrivolous legal dispute either through the Commission's administrative hearing process or before a court of competent jurisdiction.

b) Waivers of CIF

A Municipality may not assess Claimed CIFs or CIFs or may choose to not collect either in a particular year. Any such election shall not operate as a waiver of the Municipality's rights under this Agreement to collect a CIF in subsequent years.

c) Generally Occurring Fees

Generally occurring fees are those fees customarily imposed by the Municipality on non-cannabis businesses operating within its confines and shall not be considered a CIF. These fees include, but are not limited to, sewer and water connection, and waste collection. The Municipality now affirms the following list of expected Generally



Occurring Fees the Company will be required to pay:

| |
|--|
| |
|--|

The Company concurs and consents to the stated list of Municipality’s expected Generally Occurring Fees provided herein.

d) Local Taxes

Property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable taxes for that property shall be paid directly by the appropriate property owner.

e) Other Taxes

Notwithstanding any previously identified provisions, the Company acknowledges and affirms its obligation to pay any and all fees associated with sales tax, excise tax on Marijuana and Marijuana Products, or other taxes or fees otherwise provided for in G.L. c. 94G, G.L. c. 64H, and G.L. c. 64N.

6. Security.

- a) The Company shall maintain security at its ME(s)/MTC(s) in accordance with the security plan presented to the Municipality. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of MEs/MTCs, as applicable, and the security thereof.

- b) The Company shall comply with all Commission and the Municipality security requirements as promulgated by state law, regulation, local law, ordinance, or bylaw.

7. Energy Usage.

The Company shall comply with the Commission’s energy regulations provided in 935 CMR 500.105(1)(q), 935 CMR 500.105(15), 935 CMR 500.120(11), 935 CMR 500.130,



et seq., and, if applicable, comparative medical regulations.

8. Diversity, Equity, and Local Opportunities.

- a) The Company shall, consistent with applicable laws and regulations, make good faith efforts to hire municipal residents for employment, supplier services, and/or vendor services.

- b) The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses for employment, supplier services, and/or vendor services from areas defined as Areas of Disproportionate Impact by the Commission.

- c) The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses identifying as, as people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ people.

9. Effective Date, Term, and Termination.

- a) This Agreement shall be in full force and effect beginning on _____.

- b) This Agreement shall terminate on _____.

- c) At the conclusion of the term of this Agreement, the Parties may negotiate a new Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. Alternatively, the Parties may negotiate and execute an HCA Waiver.

10. Notice of Discontinuance of Operations.

- a) The Municipality shall not discontinue relations with the Company in bad faith and shall provide the Company with written notice of the Municipality’s intention to discontinue relations with reasonable advanced notice that shall be no less than _____ business days.

- b) This Agreement shall be void in the event that the Company ceases operations of its Marijuana Establishment in the Municipality for a period of greater than 60 days without substantial action to reopen or relocate such operations outside of the Municipality. The Company shall provide notice to the Municipality no less than 90 days prior to cessation



or relocation of operations.

11. Governing Law and Severability.

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby, unless one or both Parties would be substantially or materially prejudiced.

12. Confidentiality.

The Parties agree that all records in the possession of the Municipality are governed by G.L. c. 66, § 10, the Public Records Law.

13. Amendments/Waiver.

The Parties may make amendments to this Agreement or waive its terms only by a mutually executed written agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced.

14. Successors/Assignees.

This Agreement is binding upon the Parties hereto, their successors, assignees and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without:

15. Counterparts.

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any Party hereto may execute this Agreement by signing one or more counterparts.

16. Signatures.

Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature. The individuals signing below have full authority to do so by the entity on whose behalf they have signed.

17. Notices

Except as otherwise provided herein, any notices, consents, demands, requests, approvals,



or other communications required or permitted under this Agreement shall be made:

Identified Address(es) for the Municipality:

Identified Address(es) for the Company:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

MUNICIPALITY OF _____

Duly Authorized Representative Name: _____

Duly Authorized Representative Title: _____

Duly Authorized Representative Signature: _____

Date of Signature: _____

COMPANY: _____

Duly Authorized Representative Name: _____

Duly Authorized Representative Title: _____

Duly Authorized Representative Signature: _____

Date of Signature: _____



BOURNE SELECT BOARD MARIJUANA LICENSING CRITERIA For Discussion 03/13/2024

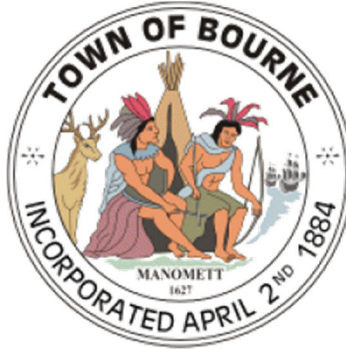
| CRITERIA | MINIMUM REQUIRED DOCUMENTATION | COMPARATIVE CRITERIA | RATING/POINTS |
|-----------|--|---|---------------|
| LOCATION | <ol style="list-style-type: none"> 1. Specific Location and documentation of legal agreement for the location 2. Documentation that the proposed location is in the MOD | <ol style="list-style-type: none"> 3. Does not abut existing school property, recreational fields or community locations where youth congregate 4. Highest rated applicant in the specific MOD | |
| OWNERSHIP | <ol style="list-style-type: none"> 5. Documentation of entity, entity ownership including executive team and experience. 6. Business name 7. Massachusetts Business Identification number 8. Articles of Organization 9. Bylaws (or the business' operating agreement in cases of limited liability companies or other applicable entity structure) 10. Doing-business-as names. | <ol style="list-style-type: none"> 11. Owner(s) Bourne resident(s) for at least 3 years 12. Documented Business experience 13. Documented Industry experience 14. Social Equity Program participant 15. SDO Certified DBE (Disadvantaged Business Enterprise - minority, women, veteran, disabled indigenous and LGBT-owned) 16. Certified Economic Empowerment Applicant | |

| CRITERIA | MINIMUM REQUIRED DOCUMENTATION | COMPARATIVE CRITERIA | RATING/POINTS |
|----------------------|---|--|---------------|
| <p>BUSINESS PLAN</p> | <p>17. Description of the business operation, including type of operation, source of product, marketing plans and future plans for expansion of size or product offering.</p> <p>18. Size of lot and size of building</p> <p>19. Proposed Plan/Conceptual design for store (including elevation), plot plan including store, parking, and traffic plan</p> <p>20. Proposed Hours of Operation</p> <p>21. Documentation of Funding Sources available, Pro Forma Projection of first year of operation including working capital required and credit lines available for cash flow.</p> | <p>22. Employment plan includes management by Bourne resident(s), commitment to hiring Bourne residents and annual reporting of the number of employees who are Bourne residents</p> <p>23. Employment plan includes commitment to hiring Diversity applicants (minority, women, veteran, disabled indigenous and LGBT) and annual reporting of the number of Diversity employees</p> <p>24. Business Plan includes operation at start-up or future operation as a Medical Treatment Center</p> <p>25. Business Plan demonstrates adequate financing to support operations</p> <p>26. Business plan supports the goals of the Local Comprehensive Plan for job creation, stable business, local ownership and employment.</p> <p>27. Business plan includes sustainability and green energy initiatives.</p> | |

| CRITERIA | MINIMUM REQUIRED DOCUMENTATION | COMPARATIVE CRITERIA | RATING/POINTS |
|--------------------------|--|----------------------|---------------|
| SAFETY AND SECURITY PLAN | 28. Draft Security Plan 29. Agreement to work directly with Bourne Police to develop Final Security Plan 30. Agreement to have periodic reviews with Bourne Police as in accordance with Final Security Plan | | |

DRAFT

Town of Bourne Request for Proposals



ELECTRONIC VOTING EQUIPMENT & SOFTWARE

ISSUED: JANUARY 23, 2024

LAST DATE FOR QUESTIONS: FEBRUARY 6, 2024, NOON

PROPOSALS DUE NO LATER THAN: FEBRUARY 13, 2024, 4:00 PM

DIRECT PROPOSALS TO: TOWN ADMINISTRATOR'S OFFICE
24 PERRY AVE
BUZZARDS BAY MA 02532

CONTACT: Liz Hartsgrove, Assistant Town Administrator
508-759-0600 ext 1355
ehartsgrove@townofbourne.com

This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid and all associated documents to check the Town of Bourne website (www.townofbourne.com) for any addenda or modification to this solicitation, if they intend to respond. The Town of Bourne accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

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I. INTRODUCTION.

The Town of Bourne Administration office on behalf of the Town Clerk is seeking proposals from qualified vendors which are certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections, to replace the Town's current voting systems with:

Electronic tabulators, software and hardware for eight (8) precincts (including three back-ups), sixteen (16) electronic poll-books/direct receipt thermal printer bundles and one (1) high speed central tabulation scanner.

Proposals will be for all brand-new equipment, not refurbished, and include delivery, software, training, on-site installation and support, two (2)-year 100% parts and labor warranty, miscellaneous supplies including voting booths and maintenance costs as specified herein.

All equipment must be FEC compliant based upon results from an independent testing company.

The Town has received funding at the May 1, 2023 Annual Town meeting for the cost of the voting machines; and, the Town Clerk expects to employ the new voting machines by the May, 2024 Local Town Election.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of the Request for Proposal. The Town has no discretion under the law to consider proposals that fail to comply with those requirements, except for minor informalities as permitted by MGL Chapter 30B Section 5(f). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request. The Town reserves the right to waive informalities and take any actions deemed to be in the best interest of the Town.

II. KEY DATES FOR THIS PROPOSAL.

| Key Dates for this Proposal | |
|------------------------------------|--|
| January 23, 2024 | RFP available on the Town of Bourne www.townofbourne.com |
| January 26, 2024 | Advertised in the Bourne Enterprise |
| January 28, 2024 | Advertised in the Cape Cod Times |
| January 26, 2024 | Advertised in COMMBUYS |
| January 29, 2024 | Advertised in the Goods & Services Bulletin |
| February 6, 2024 | Last day for written questions due to Assistant Town Administrator |
| February 13, 2024 | Proposals Due, no later than 4:00 pm to the Town Administrator's Office at 24 Perry Ave, Buzzards Bay, MA 02532 |
| March 1, 2024 | Anticipated Contract Award |
| April 1, 2024 | Estimated Contract Commencement Date |
| October 1, 2024 | Estimated Contract Completion Date |

III. PROPOSAL INSTRUCTIONS.

A. INSTRUCTION TO PROPOSERS.

1. The Town may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town or if it is otherwise in the best interest of the Town.
2. The Town may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. Required forms are provided by the awarding authority in the appendices attached. All proposals shall be in ink or typewritten and must be presented in an organized and clear manner.
4. Questions or clarifications rising from these documents shall be submitted to the Assistant Town Administrator at ehartsgrove@townofbourne.com. They must be submitted in accordance with Section II “Key Dates for This Proposal.”
5. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Proposal by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the proposal as being unresponsive.
6. The proposer shall sign the proposal correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.
7. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the “Legal Advertisement”. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.
8. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
9. It is understood that the firm/individual’s Proposal to the Town to provide said services and products will remain valid for 90 days past the submission deadline.
10. The proposer’s attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over proposal/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
11. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion attached (Appendix C).
12. All costs involved in preparing the Proposal will be borne by the vendor; the Town, will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
13. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

14. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.
15. Proposals shall be submitted to the Town Administrator's Office at 24 Perry Ave, Buzzards Bay, MA 02532. Any proposal received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the proposer.
16. The evaluation of the Non-Price Technical Proposals will be conducted by a committee appointed by the Town. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
17. The Non-Price Proposals will be opened in confidence in accordance with c. 30B, §6 (d), and not be disclosed to the public or competing proposers until the evaluation process is completed. A register of proposals will be completed indicating the name of the proposer. This register may be viewed upon request. The names of the witnesses will also be recorded. The Price Proposals will be opened only after the evaluation has been completed.
18. Any contract resulting from this RFP shall be awarded to the responsible and responsive proposer whose Proposal is deemed to be the most advantageous to the Town taking into consideration the evaluation criteria set forth in this RFP and price. The Evaluation Committee will be the sole judge in determining whether a vendor's proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The selected vendor will be under contractual agreement to the Town per the attached contract document and Contract.
19. Response to this Request for Proposal acknowledges the vendor's acceptance of all sections and requirements of this document. The Request for Proposal will be written into the successful firm/individual's proposal as part of the system contract. If the consultant's proposal does not comply with the requirements of this request for proposal, or if an item is not understood in anyway, a copy of that section of the request for proposal must then be included in the proposal and all its copies clearly stating the deviation, additions, or other comments.
20. Services provided by the successful proposer shall be rendered through the Town's standard contract; a sample copy is included in this RFP packet. The successful proposer will not be considered an employee of the Town and will not receive any benefits of an employee.

B. PRE-PROPOSAL CONFERENCE.

There will not be a pre-response conference for this RFP.

C. QUESTIONS AND CLARIFICATIONS.

Questions requiring clarification shall be submitted in writing or to the Assistant Town Administrator prior to the date indicated in Section II, KEY DATES in order to afford the Town adequate time to respond with a correction or additional information prior to the deadline for submission of proposals. Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the contract. Those who have received a copy of the RFP will be notified of such changes.

D. NOTIFICATION OF AWARD.

All proposers will be notified of the selection decision within 60 days of the date proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless the vendor agrees to extend the period of time in which the proposal is valid.

E. LICENSING AND PERMITS.

The Vendor certifies that it is qualified to perform the Contract and shall obtain and possess at its sole expense, all necessary licenses, permits, or other authorizations required by the town, the Commonwealth of Massachusetts or any other governmental agency, for any activity under the Contract. The Vendor shall submit copies of such licenses and/or permits to the Town upon request. The Vendor must also certify that it is a duly organized and validly existing entity, licensed to do business in Massachusetts, in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the Contract, and listed under the Commonwealth of Massachusetts Secretary of State's website as required by law.

F. MISCELLANEOUS INFORMATION.

All information acquired by the firm/individual from the municipality or from others at the expense of the municipality in performance of the Contract, shall be and remains the property of the municipality. All records, data file, computer records work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the proposer for delivery to the Town shall be and remain the property of the Town.

The firm/individual agrees that s/he will use this information only as required in the performance of this Contract and will not, before or after the completion of this Contract, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the Town.

G. FUTURE WORK.

Any work outside of the contract resulting from this RFP must be negotiated and agreed to by both parties, in writing prior to the work commencing. The value of the contract may not exceed 25% of the base contract price as allowed by Chapter 30B of the laws of the Commonwealth of Massachusetts.

H. MINORITY OR WOMAN BUSINESS ENTERPRISE PARTICIPATION.

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit proposals in response to the Request for Proposal (RFP). For the purposes of this RFP, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the Massachusetts Supplier Diversity Office (SDO), and who is certified at the time the vendor's proposal is submitted.

All minority owned businesses are encouraged to apply for SDO certification. For further information on SDA qualifications, or access to SDO vendor lists, contact the State Diversity Office for assistance at (617) 502-8831.

The Town of Bourne will require Consultants and subcontractors involved in local municipal projects to abide by the Equal Opportunity Anti-Discrimination Program guidelines below, which form a part of the contract generating from this RFP.

EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM

During the performance of this contract, the Vendor and all of (his/her) Sub-Vendors (wherein after collectively referred to as the Vendor), for him/herself, his/her assignees, and successors in interest, agree as follows:

The Vendor, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B)

The Vendor by signing the contract offered by the Town agrees to abide by the above paragraph to the best of his/her ability.

IV. PROPOSAL REQUIREMENTS

A. SCOPE OF SERVICES.

The Town of Bourne seeks proposals from qualified vendors to provide, produce and deliver the following, as specified in Section IV.C., below:

1. Eight (8) precinct tabulators with ballot boxes and election night reporting software and hardware;
2. Three (3) precinct tabulators (without ballot boxes) with election night reporting software and hardware (to be used as spares).
3. Sixteen (16) electronic poll books/direct receipt thermal printer bundles; and
4. One (1) high speed central tabulation scanner.

All equipment and software offered must be compatible with existing Town of Bourne Elections and Registrations operating procedures and capabilities.

B. MINIMUM REQUIREMENTS.

The Evaluation Committee shall reject proposals which do not meet the following certain minimum requirements:

1. Proposers must be in the business of selling Electronic Optical Scanning Vote Tabulators and related and have at least five-(5) years of experience in such business.
2. The system proposed must be federally certified to the current EAC standards. (Include copy of EAC certification).
3. The system proposed must have been certified for use by the Secretary of State of the Commonwealth of Massachusetts (include copy of letter of approval).

4. Proposed equipment must be unused and must include the latest versions of software.
5. Tech support, maintenance, and warranty for a minimum of 2 years after purchase.
6. Tabulator can be accessed by disabled or physically impaired individuals without assistance or direction from staff.
7. Tabulator configured so as to never lose power for 12 hours in case of power outage
8. Communication Screen is 15 or more inches measured diagonally.
9. The proposed equipment must include a protective carrying case for the tabulating unit, with a telescopic handle for ease of transportation and must fit on top of the ballot box with the electronic tabulation device inside the case ready to be put into operation mode.
10. The proposed system must include a compatible election night reporting software package with wireless modem.
11. The proposer's ballot box must be capable of being stacked 4 high.
12. Communication Screen Content is concise with easily understandable voting direction/prompts, and under-vote, over-vote, or blank ballot flags. No staff explanation required.
13. All proposals shall be submitted to the Administration Office as stated in "Legal Advertisement"- Appendix F. Each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer. Sealed Non-Price Proposals must be submitted in a separate, sealed envelope from the Sealed Price Proposal.
14. The proposal must be received in the Town Administrator's Office before the deadline for receipt of proposals as stated in Section II, KEY DATES, and must be complete (must include or address all items specified in Section VI -- Proposal Submission Requirements).
15. The proposer must have signed the Certificate of Non-Collusion and the State Taxes Certification Clause (Appendix C), and include in the proposal package.
16. The proposal must be signed by an agent of the company who has authority to bind the company to a firm bid price.
17. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

C. TECHNICAL SPECIFICATIONS

Inclusive of the "comparative criteria" that will be used in evaluating bidders to determine the most advantageous proposal for the Town, bidders should use the minimum requirements, scope of services and technical specifications as the framework when drafting the "Bidder's non-price proposal" to the Town.

ARTICLE 1. PRECINCT TABULATORS

- A. Each of the eight (8) precinct tabulators will consist of at least:
 1. Electronic digital optical scanning tabulation with protective carrying case;
 2. Two (2) sets for each machine of memory cards as required to conduct Town, State, and Federal elections;
 3. Internal backup battery, standard 120-volt AC power cord, key set. Internal battery must provide at least two (2) hours of continuous use in the event of electrical failure;

4. Supplies necessary to immediately utilize machine, including thermal paper roll and marking pens;
 5. Easily readable display screen capable of displaying the status of the tabulator to workers and voters in English, with the capability of adding other languages in the future.
- B. Each of the eight (8) ballot boxes will consist of three (3) compartments, locking caster wheels, and a built-in power supply.
 - C. All voting equipment offered must be certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections as required by 950 Code of Massachusetts Regulations, Section 50.02, or other applicable law. Bidders are required to provide Secretary of State's Letter of Approval with bid submission.
 - D. All voting equipment offered must meet or exceed the Federal Voluntary Voting System Standards of 2005 as adopted by the Election Assistance Commission. Bidders must include a copy of the EAC Certification with the bid submission. Equipment must be lightweight, easy to store, move, and set up. Equipment must be new; used, refurbished, or demonstration equipment is not acceptable to this bid.
 - E. Ballot boxes and tabulators must come from the same manufacturer and be compatible to each other. As part of the bid submission, bidders are required to submit manufacturer's product information literature, as well as a written description of the proposed equipment, size, and setup to allow for full evaluation of the product the bidder intends on supplying.
 - F. Vote tabulators supplied via this bid must be able to:
 1. Scan marked and unmarked paper ballots;
 2. Interpret and tabulate voter marks on either single or double-sided paper ballots;
 3. Provide adequate storage for paper ballots;
 4. Have the ability to be locked to prevent tampering;
 5. Be configured to handle multiple ballot scenarios, accept multiple cards and ballot styles;
 6. Display notification to voter identifying discrepancies on the ballot, including under, over, and blank ballot votes. Such notification must allow for the option of voter to correct ballot or cast with discrepancy and register any over votes as 'blank' to prevent double voting;
 7. Contain ADA compliant configuration.

ARTICLE 2. CENTRAL SCANNER

- A. All voting equipment offered must be certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections as required by 950 Code of Massachusetts Regulations, Section 50.02, and all other applicable law.
- B. Central Scanner must be fully compatible with the proposed tabulator hardware and software and able to scan single and double sided 11" to 22" ballots.
- C. The voting system to be supplied must include a compatible election night reporting software package, and must come supplied pre-loaded onto a compatible, brand new laptop computer that the vendor supplies as part of the package. This software package must include the initial software license for the first year of usage. Costs for this equipment and software must be included in your bid price.
- D. Laptop computer must come equipped with a minimum of the following:

1. Minimum of a 15-inch screen (measured diagonally);
2. Microsoft Windows 10 Operating System or newer version;
3. Minimum of 500GB Hard Drive;
4. Minimum of 8GB of Ram;
5. On-site training on the use of laptop and software package to Town Clerk and up to 3 other Town staff members. Cost for this training must be included in proposal price.

ARTICLE 3. ELECTRONIC POLLBOOKS

- A. Electronic poll books must be capable of operating without available Wi-Fi and still provide the option of syncing with each other pending network connection.
- B. Poll books, software, and accompanying equipment must be approved by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal Elections.
- C. Electronic poll books must come with compatible thermal printers for use during in-person and early voting opportunities. All equipment will fit securely in protective carrying case; Reporting functions include the option of printing voter bar codes;
- D. Software will allow for an override of the system if an inactive, absentee, or early voter is proven to be eligible to cast a ballot at the polls.
- E. Software will support VRIS supplied voter extracts and will provide security from unauthorized access.

ARTICLE 4. TRAINING & SUPPORT

- A. The vendor will provide a minimum of two (2) hours of on-site training for the Town Clerk and office staff on all voting equipment. All training will take place at the Bourne Town Hall during normal business hours. Training will cover basic use of the vote tabulator equipment, pre-election testing and Election Day procedures. Training will be scheduled by the Town Clerk, and the vendor will accommodate said schedule.

The vendor will provide a minimum of two (2) hours of on-site training for Town Poll Workers. All training will take place at Town Hall or a site designated by the Town Clerk after normal business hours (i.e. evenings, time varies). Training will cover Election Day procedures and basic troubleshooting. Training will be scheduled by the Town Clerk, and the vendor will accommodate said schedule.

- B. Training will cover the basic use of all newly obtained equipment and software, and will include pre-election testing, Election Day procedures, basic troubleshooting, and report generating.
- C. Vendor must include one (1) on-site refresher training session for staff, board of registers and poll workers for the second election.
- D. Vendor must include two (2) staff persons on-site, all day, for the first and second elections, and will work with Town of Bourne from one (1) hour prior to opening the polls until two (2) hours after the polls close on the first and second Election Day in which new equipment is used. Said employees will be present during the poll worker training session to ensure all poll workers are familiar with, and have had interaction with, the employees prior to the Election.
- E. Vendor will provide documentation to aid in training that the Town may use on an ongoing basis.

- F. Vendor will provide Town of Bourne with ongoing support to address equipment and software issues on any given Election Day with on-site response, if necessary, within one (1) hour or less.
- G. Support must include ability of vendor to print local election ballots.

ARTICLE 5. TWO-YEAR HARDWARE AND SOFTWARE WARRANTY

- A. All equipment and software provided by the vendor will be covered by a minimum two (2) year, all-inclusive warranty. Warranty must cover all parts, equipment, labor, travel, and shipping costs and include annual maintenance visit to inspect, calibrate, and service all equipment. Associated costs for the first two years of Town of Bourne ownership is to be included in bid price.
- B. Any necessary repairs will take place on site in the Town of Bourne. If on site repair is not possible, loaner equipment will be left with the Town at no charge until all equipment can be repaired and returned to the Town. This includes any issues arising on any given Election Day.
- C. Vendor will provide unlimited access to the vendor's Help Desk/Customer Assistance for pre-election, Election Day, and post-election questions, concerns, or troubleshooting.
- D. Provide an annual maintenance visit to the Town to inspect and service all equipment.

ARTICLE 6. POST WARRANTY MAINTENANCE & SOFTWARE LICENSE FEES

- A. After the original 2-year warranty period expires on the voting equipment; the vendor will provide annual voting equipment maintenance to the Town, for which the vendor will be allowed to charge a fee. The fee must remain the same for the first 3 years of fee-based maintenance (i.e. years 3-5 of Town equipment ownership).
- B. After the original first year software license period expires for the Results, Tally & Reporting Software Package; the vendor will be allowed to charge an annual license fee for the software. The fee must remain the same for the first 5 years for which the fee is charged (i.e. years 3-7 of the Town's software usage).

ARTICLE 7. TRADE-IN

The Town of Bourne currently has fifteen (15) AccuVote voting machines that it will be trading in against the purchase of the new equipment required by this proposal in Fiscal Year 2024. Proposers will indicate the trade-in price they are offering for this equipment on the Price Proposal Form.

ARTICLE 8. VENDOR SERVICE FACILITY

The vendor must maintain a service center. The service center must be stocked with voting equipment repair/replacement parts, as well as adequately staffed with technicians trained in repairing and servicing all voting equipment it supplies to the Town of Bourne. If equipment is not able to be repaired on site then loaner equipment must be provided if equipment failure is within 30 days of an election. Staff levels must be such that a technician is dedicated for Bourne on election days. Proposers must list their facility's physical address on the Vendor Location Form included with this request for proposal.

ARTICLE 9. MISCELLANEOUS SUPPLIES

In addition to the fully complemented systems listed above, the bid must also provide for miscellaneous supplies that include forty (40) ribbons; sixty (60) paper rolls; eighty (80) 8

½" x 11" secrecy sleeves; eighty (80) 8 ½" x 14" secrecy sleeves; and two thousand five hundred (2,500) demonstration ballots.

ARTICLE 10. STAFFING

- A. The Proposer must set forth a list of the staffing to be utilized for this service, including name, qualifications and experience and role they are to be assigned.
- B. Vendor must be prepared to contractually commit all individuals as submitted in their proposal, to this service. Any deviation from the proposed individuals will constitute a breach of Contract to any contractual agreement, which may result from this Request for Proposals.
- C. Should it become impossible for a contractually committed individual to complete his/her duties, for a reason such as termination of employment, any change will in the Vendor’s staffing as outlined in the proposal will be subject to the approval of the Town. The Town shall notify the Vendor within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced unless approved by the Town.

ARTICLE 11. SCHEDULE/PROJECT TIMELINE

The vendor, in their response to the RFP, shall put forth a reasonable schedule for accomplishing the Scope of Services. Once the contract is executed, anticipated tasks and deliverables provided below is expected to be carried out prior to the May, 2024 Town Election. The Town will coordinate a definitive schedule with the selected vendor.

The proposer may include additional steps, milestones or details as needed.

| Task | Milestones |
|---|------------|
| Initial Meeting with Town Staff and Departments, and/or other participants. | |
| Delivery of equipment, installation of software | |
| On Site Training – Staff, Board of Registrars | |
| On Site Training – Poll workers | |

D. FINANCIAL SCOPE OF SERVICES

Total cost for all aspects of the total project work.

Proposer shall specify, in a separately sealed Price Proposal, a Fixed Fee for all aspects performing the specified project work. Please note that the Town cannot pay up front for work or offer any kind of deposit. The Town reserves the right to hold back payment for outstanding tasks despite contractor’s final submission of the plan. The Price Proposal worksheet provided in Appendix B must be filled out and submitted in a separately sealed envelope. Specific additional information concerning the costs associated with operations, expenses the proposer will bear, and any reference to compensation must be included in the firm fixed price proposal section.

The price proposal must be submitted in a separately sealed envelope and no mention of the pricing portions of the proposal can be mentioned in the technical or non-price

portion of the proposal. Failure to meet this stipulation may cause the proposal to be rejected.

E. ADDITIONAL NARRATIVE INFORMATION

1. A listing of all required references with name, title, and telephone number, with descriptions and costs of prior similar contracted services completed;
2. A general company profile or brochure and list of key personnel who will participate on this project with resumes included;
3. If applicable, and the company is not registered in Massachusetts, proof of registration with the Massachusetts Secretary of State as a “foreign” corporation authorized to do business in the Commonwealth of Massachusetts. See website at <http://www.sec.state.ma.us/cor/coridx.htm>;
4. The identification of any and all consultants and/or subcontractors who will work with the proposer with resumes attached; and the proposer’s approach to management of all identified subcontractors, if any;
5. Evidence of financial stability;
6. Any other information that the proposer considers relevant for the purpose of evaluating its qualification for the project; and Technical and Price proposals as required.

F. MISCELLANEOUS REQUIREMENTS

Public Relations. The Town and the contracted vendor shall cooperate in maintaining good public relations throughout the period of this project.

G. PAYMENTS

Payments will be made upon receipt of invoices for completed work. No payments will be made in advance of service. Invoices will be submitted to the attention of the Town Clerk’s Offices, 24 Perry Ave, Buzzards Bay, MA 02532, for review and payment.

V. PROPOSAL EVALUATION

The Chief Procurement Officer/Town Administrator shall designate the individual or individuals responsible for the evaluation of the proposals on the basis of the criteria other than price. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

The designated individual(s) shall prepare their evaluations based solely on the comparative criterion set forth below.

An “Unacceptable” rating in any one of the eight (8) criteria will eliminate the proposal from further consideration.

The Town reserves the right to award the contract to the responsive and responsible proposal which best meets the Town’s needs, taking into account proposal quality and proposal price. If the lowest priced proposal is not selected and has received at minimum a rating of advantageous,

the evaluation committee shall explain the reasons for the award in writing to the Chief Procurement Officer/Town Administrator, specifying in reasonable detail the basis for determining that the Town should award the contract to a different proposal.

A. MINIMUM EVALUATION CRITERIA

Failure to meet the following minimum evaluation criteria may result in immediate rejection of the proposal.

1. Minimum Requirements: Vendors must meet the minimum requirements as specified in Section IV.B.

B. COMPARATIVE EVALUATION CRITERIA

1. **RESPONSE TO TECHNICAL SCOPE OF SERVICES (SECTION IV.C)** (not including staffing questions)

| | |
|----------------------------|--|
| Unacceptable | Proposal did not demonstrate that the proposer can successfully meet the proposal requirements. |
| Not Advantageous | Proposal did not adequately explain all aspects of methodology. |
| Advantageous | Proposal was adequate, appeared consistent with project intent, and responded to needs expressed by the documents in all areas. |
| Highly Advantageous | Proposal was very thorough, appeared consistent with project intent, and responded to needs expressed by all documents in all areas. |

2. **PRECINCT TABULATOR REQUIREMENTS.**

| | |
|----------------------------|--|
| Unacceptable | Tabulators are not certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections and do not meet or exceed the Federal Voluntary Voting System Standards. |
| Not Advantageous | Tabulators meet only minimum requirements. |
| Advantageous | Tabulators meet majority of the requirements outlined in Precinct Tabulators section above. |
| Highly Advantageous | Tabulators consist of all required equipment and capabilities as outlined in Precinct Tabulators section above. |

3. **CENTRAL SCANNER**

| | |
|---------------------|--|
| Unacceptable | Central Scanner is not certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections and does not meet or exceed the Federal Voluntary Voting System Standards. |
|---------------------|--|

| | |
|----------------------------|--|
| Not Advantageous | Central Scanner meets only minimum requirements |
| Advantageous | Central Scanner meets majority of the requirements as outlined in Central Scanner section above. |
| Highly Advantageous | Central Scanner consists of all requirements as outlined in Central Scanner section above. |

4. ELECTRONIC POLLBOOKS

| | |
|----------------------------|--|
| Unacceptable | Electronic Pollbooks are not certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections and do not meet or exceed the Federal Voluntary Voting System Standards. |
| Not Advantageous | Pollbooks meet only minimum requirements. |
| Advantageous | Pollbooks consist of majority of requirements as outlined in Electronic Pollbook section above. |
| Highly Advantageous | Pollbooks consist of all requirements as outlined in Electronic Pollbook section above. |

5. TRAINING AND SUPPORT

| | |
|----------------------------|--|
| Unacceptable | Vendor provides limited ongoing support, specifically with Election Day priorities. |
| Not Advantageous | Training and support provided meets only minimum requirements. |
| Advantageous | Training and support provided meets majority of requirements as outlined in Training section above |
| Highly Advantageous | Training and support provided meets all requirements as outlined in Training section above. |

6. HARDWARE AND SOFTWARE WARRANTY

| | |
|----------------------------|---|
| Unacceptable | Vendor provided limited hardware and software warranty protections. |
| Not Advantageous | Warranty meets only minimum requirements. |
| Advantageous | Warranty meets majority of requirements as outlined in Hardware and Software Warranty section above. |
| Highly Advantageous | Warranty meets or exceeds all requirements as outlined in Hardware and Software Warranty section above. |

7. RESPONSE TO PROJECT TIMELINE.

| | |
|----------------------------|---|
| Unacceptable | Proposal did not address any timeline of project. |
| Not Advantageous | Proposal is vague; Evaluation Committee is unable to determine if it is consistent with time frame requirements. |
| Advantageous | Proposal was adequate, appeared consistent with project intent, and responded to needs expressed by the documents in regards to timeline for completion of project. |
| Highly Advantageous | Proposal was very thorough, appeared consistent with and elaborated upon project intent regarding time line, and responded extensively to needs expressed by the documents in all areas in regards to impact on timeline. |

8. QUALITY OF PROPOSAL AND QUALITY OF EXPERIENCE.

| | |
|----------------------------|---|
| Unacceptable | Proposal did not demonstrate that the proposer has the experience to fulfil the scope of the proposal. |
| Not Advantageous | <p>The proposal does not demonstrate a solid understanding of Direct Read Optical Scan Vote Tabulators or a good understanding system requirements.</p> <p>The client list does not demonstrate good experience in providing expert advice on Direct Read Optical Scan Vote Tabulators and assistance to government and other organizations of a similar size to Bourne.</p> <p>The assigned employees do not have adequate experience working with Town Clerk personnel.</p> |
| Advantageous | <p>The proposal demonstrates a good-depth understanding of Direct Read Optical Scan Vote Tabulators and a good understanding of system requirements.</p> <p>The client list demonstrates a good experience in providing expert advice on Direct Read Optical Scan Vote Tabulators and assistance to government and other organizations of a similar size to Bourne.</p> <p>Assigned employees have good experience working with Town Clerk personnel.</p> |
| Highly Advantageous | <p>The proposal demonstrates an in-depth understanding of Direct Read Optical Scan Vote Tabulators and an in-depth understanding of system requirements.</p> <p>The client list demonstrates superior experience in providing expert advice on Direct Read Optical Scan Vote Tabulators and assistance to government and other organizations of a similar size to Bourne.</p> |

| | |
|--|--|
| | Assigned employees have superior experience working with Town Clerk personnel. |
|--|--|

C. INTERVIEW.

After review of the technical proposals, the Evaluation Committee may interview qualified, responsive and responsible proposers. Proposers whose submittals do not meet the minimum requirements or that are determined not advantageous will not be interviewed.

In accordance with those interviews, the Evaluation Committee will then rank those finalists and make recommendation of award to the Town Administrator as the awarding authority on this project, subject to the satisfactory negotiations of the plan of services. If the Town Administrator, or designee, is unable to negotiate a contract, including any modifications to the fee, with the top-ranked finalist, the Town Administrator, or designee, will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved by the Town Administrator.

Reimbursement for expenses uncured for this interview will not be forthcoming to either the awarded Consultant or any other candidate asked to be interviewed. The Town of Bourne reserved the right to change the interview period or to extend the dates during which interviews may be undertaken.

D. RULE FOR AWARD.

The award (if any) of this contract will be made to the responsive and responsible respondent offering the most advantageous proposal, taking into consideration the evaluation criteria, the interview process (if necessary), and price.

VI. PROPOSAL SUBMISSION REQUIREMENTS

A. SUBMISSION

Two (2) separate sealed envelopes: first envelope containing one (1) original unbound copy of the non-price technical proposal marked, along with a thumb drive containing an electronic (PDF) copy of the technical proposal. No price information should be included as part of the electronic submittal; and, second envelope containing one (1) original price proposal.

Envelope 1:

Containing one (1) original **unbound** copy of the non-price technical proposal marked, along with a thumb drive containing an electronic (PDF) copy of the technical proposal. No price information should be included as part of the electronic submittal

**“Electronic Voting Equipment & Software
(Technical Proposal, Non-Price)”.**

- a. Appendix A - Required Form 1: Proposal Cover Sheet including name of Agency/Firm, address and telephone number, signed in ink by someone authorized to sign such documents.
- b. Non-Price Technical Proposal

- c. Appendix C – Required Form 3: Combined Certification of Tax Compliance, and Non Collusion
- d. Evidence of financial stability. The Town reserves the right to request additional financial information from any proposer who does not submit adequate information to allow the Town to make a reasonable determination of financial capability.

Complete proposals must also include the following:

- a. An expanded scope of services for all work required;
- b. A listing of all current and past public and private projects of a similar nature with name and telephone number of reference person to contact;
- c. A general company/firm profile or brochure and list of key personnel who will participate on this project with resumes included;
- d. The identification of any-and-all vendors who will work with the proposer with resumes attached; please identify the individual who will have the primary responsibility for this project;
- e. Work plan and schedule, which reflects timetable for completion of project services;
- f. Appropriate certificates of insurance;
- g. Response to comparative evaluation criteria in detail;
- h. Any other information that the proposer considers relevant for the purpose of evaluating its qualification for the project.

Envelope 2:

Containing one (1) original of the price proposal marked:

**“Electronic Voting Equipment & Software
(Price Proposal)”**

- a. Appendix B -Required Form 2 – General Proposal Pricing Sheet - fully completed to indicate the abilities and capacities of the equipment to be used. All sections of the worksheet (Appendix B) must be completely filled out. Any price response which is obscure or incomplete may be removed from consideration.

B. CONTACT

Clarification and interpretation of this Request for Proposal must be requested in writing. Responses shall be likewise furnished. The last day to submit written requests is February 9, 2024. After that day no requests or questions will be accepted. Please contact the Town of Bourne for clarification of this Request for Proposal, direct all inquired regarding the plan to:

Liz Hartsgrove, Assistant Town Administrator
Town of Bourne
24 Perry Ave
Buzzards Bay, MA 02532
Email: ehartsgrove@townofbourne.com
Phone (508-759-0600 ext. 1355)
Business Hours: 8:30a.m. – 4:30p.m. Monday through Friday

PROJECT NAME: ELECTRONIC VOTING EQUIPMENT & SOFTWARE

| | |
|-------------------------------------|--|
| BUSINESS NAME: | |
| BUSINESS ADDRESS: | |
| BUSINESS PHONE NUMBER: | |
| CONTACT NAME: | |
| CONTACT CELL PHONE NUMBER: | |
| CONTACT EMAIL ADDRESS: | |
| PRINT NAME OF AUTHORIZED SIGNATURE: | |
| AUTHORIZED SIGNATURE | |

Please acknowledge Addendums by Number Here: _____

PROPOSAL CHECKLIST

A. NON-PRICE PROPOSAL FORMS

- _____ Appendix A - Required Form 1: Proposal Cover Sheet
- _____ Appendix C – Required Form 3: Combined Certification of Tax Compliance, and Non Collusion
- _____ Non-Price Proposal: Technical proposal

****Do not include any reference to prices in the Non-Price Technical Proposal.****

B. PRICE PROPOSAL FORM

- _____ Appendix B – Required Form 2: General Proposal Pricing Sheet
-

ELECTRONIC VOTING EQUIPMENT & SOFTWARE

| | |
|-------|--|
| To: | Town of Bourne, Awarding Authority, Office of the Town Administrator |
| From: | _____ |
| | (Name of General Bidder) |

Attached to this pricing sheet is a complete rate structure including all hourly rates by discipline/position and any other associated charges including in the total lump fee. Include a breakdown of the fee by tasks and discipline/staff carried within this proposal. Also include a proposed project schedule.

The Vendor’s fee is subject to downward negotiations. The Vendor will execute the Town’s contract document. The Town will not pay for any additional work on this project without the prior written approval. Attached to this pricing sheet is a complete rate structure including all hourly rates by discipline/position and any other associated charges included in the total lump fee. Included a work hour estimate encompassing the Scope of Work as outlined in the RFP. (Included detailed non-price man-hours/task matrix by discipline/task in the technical proposal and priced matrix in this price proposal).

We propose the following Unit and **total fixed price** for services as specified in this Request for Proposal document, and any additional fees not listed, as follows:

- | | |
|---|----------|
| 1. Eight (8) Precinct- tabulators (with 3 backups) with ballot boxes and election night reporting software and hardware | \$ _____ |
| 2. Sixteen (16) electronic pollbooks/direct receipt thermal printer bundles | \$ _____ |
| 3. One (1) high speed central tabulation scanner | \$ _____ |
| 4. Equipment Installation | \$ _____ |
| 5. 2-year Hardware & Software Warranty | \$ _____ |
| 6. Training & Support | \$ _____ |
| 7. Shipping & Handling | \$ _____ |
| 8. Discount Offered | \$ _____ |

TOTAL NOT TO EXCEED FEE: \$ _____

(in words which prevail)

* All incidental and expense costs must be included in the above fixed price not to exceed fee. The Town will not pay for any additional work on this project without prior written approval.

| |
|--|
| Acknowledgement of Addendums received for this Request for Proposal _____ <small>(Please list # of addendums)</small> |
|--|

ELECTRONIC VOTING EQUIPMENT & SOFTWARE

Your signature below acknowledges your understanding of these parameters and your willingness to live within the stated financial constraints of the project.

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone: _____

Email: _____

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACT**

You must **COMPLETE** and **SIGN** the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IF A FOREIGN CORPORATION

I hereby certify that I comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39L and Chapter 156D as they relate to Foreign Corporations.

| | | |
|----------------------------|---|--|
| <small>(Check one)</small> | <input type="checkbox"/> Not Applicable | <input type="checkbox"/> I comply and am registered and in good standing with the Massachusetts Secretary of State |
|----------------------------|---|--|

COMPLETE AND SIGN BELOW:

| | |
|---------------------------------|--------------------|
| Authorized Person's Signature | Date |
| Print Name & Title of Signatory | Name of Contractor |

Proposers must agree to enter into a contract similar as below, if awarded.

CONTRACT FOR SERVICES

| | |
|-------------------------------|----------------|
| TOWN: | Town of Bourne |
| TOWN’S REPRESENTATIVE: | |
| VENDOR: | |
| PROJECT: | |
| SITE: | |
| DATE: | |
| BUDGET: | |

The Town hereby accepts the Vendor’s proposal to perform services (“Services”) in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as **Exhibit A**; (ii) Scope of Service attached hereto as **Exhibit B**; and (iii) the salary or hourly rate attached hereto as **Exhibit C**. Collectively, these documents constitute this Agreement.

COMMENCEMENT OF WORK (check applicable box):

- This Agreement constitutes a notice to proceed with services.
- Services shall not be performed under this Agreement until the Town so advises the Vendor in writing.

| INSURANCE: | MINIMUM INSURANCE LIMITS |
|--|---------------------------------|
| General Liability (Bodily Injury & Property Damage): | \$1,000,000.00 |
| General Liability – Aggregate: | \$3,000,000.00 |
| Worker’s Compensation: | \$ (as required by law) |
| Automobile Liability: | \$1,000,000.00 |
| Umbrella Liability: | \$2,000,000.00 |
| Umbrella Liability – Aggregate: | \$2,000,000.00 |
| Professional Liability (Errors & Omissions): | \$2,000,000.00 |
| Professional Liability – Aggregate: | \$2,000,000.00 |

COMPLETION DATE:

PERSONNEL AND SUBCONTRACTORS:

Vendor’s Team:

Subcontractors:

List of Attached Exhibits (check applicable boxes):

| Exhibit | A | B | C |
|--------------|--------------------------|--------------------------|--------------------------|
| Attached | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Not Attached | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

TOWN:

VENDOR:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Approved as to availability of funds:

By: _____

Title: _____

EXHIBIT A

TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES

All Services of the Vendor shall be performed by qualified personnel. The Vendor's Project team shall consist of those persons identified on page 2 of this Agreement and the Subcontractors identified on page 2 of this Agreement. The employment by the Vendor of additional Subcontractors for any of the Services shall be subject to the prior written approval of the Town. No member of the Project team shall be replaced without the consent of the Town. The Town shall have the right to require the Vendor to remove any personnel from the Project for reasonable cause. The Vendor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the Town shall have the right to require the Vendor to cease providing Services immediately upon written notice.

2. TIME

The Vendor shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Vendor shall perform its Services in coordination with the operations of the Town at the Sites specified and with any party engaged by the Town in connection with the Project. It shall be the obligation of the Vendor to request any information necessary to be provided by the Town for the performance of the Vendor's Services. Time is of the essence of this Agreement.

3. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Vendor's fee, the Town shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the Town. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the Town.

4. VENDOR'S COMPENSATION

- a. Lump Sum. If Services are to be provided on a Lump Sum basis, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor is the amount set forth on page one of this Agreement. The Town shall pay the Vendor as Services are performed by the Vendor based upon the portion of Services completed.
- b. Upset Limit. If Services are to be provided subject to an Upset Limit, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor shall in no event exceed the amount set forth on page one of this Agreement. Unless otherwise agreed, payments shall be made to the Vendor on a Time Card/Unit Price basis as provided in paragraph c. below, subject to the Upset Limit.
- c. Time Card/Unit Price. If Services are to be provided on a Time Card/Unit Price basis, payments shall be made to the Vendor for Services performed based upon the salary or hourly rate or unit price schedule included in the Proposal or attached as **Exhibit C**. If the agreed rate schedule is not included in the Proposal or attached as **Exhibit C**, the Vendor shall submit to the Town, before proceeding with Services, a rate schedule listing the

maximum rates to be charged for the various employees or categories of employees performing Services or categories or services. Compensation for services performed by authorized Subcontractors shall be on the basis of the actual costs to the Vendor unless otherwise specified herein or in the Proposal. The Vendor shall use his best efforts to complete the performance of his Services within the Estimated Amount set forth on the first page of this Agreement. The Vendor shall advise the Town at such time as the Estimated Amount has been reached. The Town shall not be obligated to pay for any amount in excess of the Estimated Amount, unless the Town gives the Vendor a written notice authorizing the further performance of Services and the incurring of additional costs for such Services.

- d. No Compensation for Certain Services. Neither the Vendor nor any of its Subcontractors shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Vendor in the preparation of construction documents or other work products, as reasonably determined by the executive head of the Town, nor for any services made necessary by the fault or negligence of the Vendor or its Subcontractors.
- e. Subject to Appropriation. The obligations of the Town hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the Town for damages, lost profits, penalties, or other charges arising from early termination.

5. PAYMENT

The Vendor shall submit, not more often than monthly, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Vendor's statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the Town may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Vendor's anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the Town receives a proper statement. In no event shall the Town be liable for interest, penalties, expenses or attorney's fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Vendor of any of its obligations hereunder with respect thereto.

6. VENDOR'S ACCOUNTING RECORDS

The Vendor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be available to the Town or its authorized representatives for review and audit during normal business hours.

7. REPORTS, DRAWINGS, ETC.

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, "Materials") furnished to the Town shall become the Town's property and may be used by the Town (or such parties as the Town may designate) thereafter in such manner and for such purposes as the Town (or such parties as

the Town may designate) may deem advisable, without further employment of or additional compensation to the Vendor. The Vendor shall not release or disclose to any third party any Materials produced for the Town without obtaining the Town's prior written consent. At no time shall the Vendor release or disclose to any third party any Materials furnished to the Vendor by the Town in connection with the performance of the Vendor's Services. Upon the expiration or termination of this Agreement for any reason, all Materials and other work product that have been accumulated, developed or prepared by the Vendor (whether completed or in process) shall become property of the Town and the Vendor shall immediately deliver or otherwise make available such Materials to the Town.

8. INSURANCE

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker's Compensation and Employer's Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance:

- a. Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement.
- b. Professional Liability insurance for protection from claims arising out of the performance of professional services, including contractual coverage.
- c. Worker's Compensation Liability insurance in amounts not less than those required by law and Employer's Liability insurance.
- d. Automobile Liability insurance applicable for any contractor who has an automobile operating exposure for protection against bodily injury and property damage.
- e. Umbrella Liability insurance following the same form as the Contractor's underlying General Liability, Automobile Liability and Employer's Liability insurance, which shall be maintained for at least three years after completion of this Agreement.

Certificates of insurance evidencing the coverage required hereunder and copies of the policies, together with evidence that all premiums for such insurance have been paid, shall be filed with the Town prior to the commencement of the Services to be rendered by the Vendor hereunder. All such policies and certificates shall be written through companies and in forms acceptable to the Town's lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the Town. In the event that any policy is cancelled or amended, the Vendor shall immediately provide notice to the Town and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. The insurance provided under clause a, d and e, above, shall name the Town and such other parties as the Town shall require as "Additional Insured" parties. Insufficient insurance shall not release the Vendor from any liability for breach of its obligations under this Agreement.

At the request of the Town, a Subcontractor employed by the Vendor shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Subcontractor or of any person or business entity for whose performance the

Subcontractor is legally liable arising out of the performance of the contract for Subcontractor services. The Subcontractor shall furnish a certificate or certificates of such insurance coverage to the Town prior to the employment of such Subcontractor by the Vendor. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the Town shall require.

9. INDEMNIFICATION

To the maximum extent permitted by law, the Vendor agrees to indemnify, defend with counsel acceptable to the Town and save harmless the Town from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, of every kind and description which the Town may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the Town by, the Vendor, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

10. COMPLIANCE WITH LAW

It is the responsibility of the Vendor that the Project be conducted, and that all Services and other work performed by the Vendor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Vendor has knowledge, as the same may be in effect as of the time of the performance of such work. In particular, without limitation, the Vendor agrees to comply with (a) all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (b) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein.

11. TERMINATION OF AGREEMENT

The Town may terminate this Agreement as follows:

- a. For its convenience, without cause, and/or for any reason, on ten days' prior written notice; or
- b. Immediately, by written notice to the Vendor, if the Vendor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Vendor's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Vendor shall promptly deliver to the Town all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the Town shall pay to the Vendor any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the Town to recover damages occasioned by any default of the Vendor or to set off such damages against amounts otherwise owed to the Vendor.

12. MISCELLANEOUS PROVISIONS

- a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the Town and the Vendor each binds itself, its partners, successors, assigns, and legal representatives to the other party.
- b. Assignment by Vendor. The Vendor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the Town. Any assignment, subletting, or transfer by the Vendor in violation of this Paragraph 12(b) shall be void and without force or effect.
- c. Entire Agreement. This Agreement represents the entire and integrated agreement between the Town and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the Vendor.
- d. Confidentiality. The Vendor shall not, without the Town's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.
- e. Certifications. The Vendor shall, from time to time, make such certifications and statements to the Town and to such of the Town's architects, designers, vendors and lenders, and such other parties, as the Town shall reasonably request, in such form as the Town shall reasonably request, provided that the Vendor determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.
- f. Additional Services. If the Town requests the Vendor to perform additional services beyond the scope of Services hereunder, the Vendor shall perform such additional services only upon obtaining written authorization from the Town including written agreement as to the method and amount of compensation for such additional services.
- g. Disputes. All claims, disputes and other matters in question between the Town and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Barnstable County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.
- h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Vendor hereunder, for the Town's payment obligations or otherwise, the Vendor hereby agreeing to look solely to the assets of the Town for the satisfaction of any liability of the Town hereunder. In no event shall the Town ever be liable to the Vendor for indirect, incidental or consequential damages.
- i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.
- j. No Waiver. The Town's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Vendor shall be and remain liable to the Town for all damages incurred by the Town as the result of the vendor's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights or remedies provided by law. The Town

may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

- k. Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

- a. In connection with the performance of work under this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Vendor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.
- b. In connection with the performance of work under this Agreement, the Vendor shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.
- c. The Vendor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

14. CERTIFICATIONS BY VENDOR

By execution of this Agreement, the Vendor certifies:

- a. The Vendor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
- b. No Vendor to or subcontractor for the Vendor has given, offered or agreed to give any gift, contribution or offer of employment to the Vendor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Vendor or subcontractor of a contract by the Vendor.
- c. No person, corporation or other entity, other than a bona fide full time employee of the Vendor, has been retained or hired by the Vendor to solicit for or in any way assist the Vendor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Vendor.
- d. The Vendor shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

15. TAXES

- a. By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the vendor's behalf, filed all state tax returns and paid all state taxes required under law.

- b. The Town is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Vendor's request, Tax Exemption Certificates will be furnished by the Town to the Vendor with respect to such tax exempt articles as may be required under this Agreement. The Vendor shall not pay, and the Town shall not reimburse or pay the Vendor or any other party either directly or indirectly for any tax for which an exemption is provided under law.

16. CONFLICT OF INTEREST

The Vendor acknowledges that the Town is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Vendor agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Vendor based on said statute.

EXHIBIT B
SCOPE OF SERVICES

EXHIBIT C
PRICING SCHEDULE

APPENDIX E – SIGNATORY AUTHORIZATION FORM

Project Name: Electronic Voting Equipment & Software Date: _____

At a duly constituted meeting of _____ held on _____
(Name of Corporation) (Date of Meeting)

at which all Directors were present or waived notice, it was voted that:

(Name of Officer) (Title of Officer)

Of this company, be and he/she is hereby authorized to execute contracts and bonds in the mane and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company’s name on its behalf of such

_____ under seal of the company, shall be valid and binding upon this company.
(Officer)

A TRUE COPY, ATTEST:

(Clerk of the Corporation) (Print Name & Signature)

Place of Business: _____

I hereby certify that I am the clerk of the _____ and that

_____ is duly elected _____ of
(Print Name of Officer) (Print Signature Name & Title)

Company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of signature of this contract.

(CORPORATE SEAL) _____
(Clerk of the Corporation)

IF A FOREIGN CORPORATION: I hereby certify that I comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39L and Chapter 156D as they relate to Foreign Corporations.

(Check one) Not Applicable I comply and am registered and in good standing with the Massachusetts Secretary of State.

NOTARIZATION:

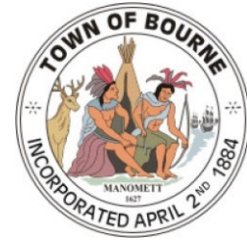
On this _____ day of _____, 20____, before me, the undersigned notary public, Personally appeared _____, proved to me through satisfactory evidence of identification, which were _____ to be the person whose name is signed on the proceeding or attached document in my presence.

Notary Public

Print Name of Notary Public _____

My commission expires: _____

PUBLIC NOTICE



TOWN OF BOURNE - REQUEST FOR PROPOSAL

TOWN OF BOURNE ELECTRONIC VOTING EQUIPMENT & SOFTWARE PROJECT

The Town of Bourne Administration office on behalf of the Town Clerk is seeking proposals from qualified vendors which are certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections, to replace the Town's current voting systems with:

Electronic tabulators, software and hardware for eight (8) precincts (including three back-ups), sixteen (16) electronic poll-books/direct receipt thermal printer bundles and one (1) high speed central tabulation scanner.

Proposals will be for all brand new FEC compliant equipment, not refurbished, and include delivery, software, training, on-site installation and support, two (2)-year 100% parts and labor warranty, miscellaneous supplies including voting booths and maintenance costs as specified herein.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of the Request for Proposal. The Town has no discretion under the law to consider proposals that fail to comply with those requirements, except for minor informalities as permitted by MGL Chapter 30B Section 5(f). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request. The Town reserves the right to waive informalities and take any actions deemed to be in the best interest of the Town.

Specifications and Bid documents are available online only on the Town's website at www.townofbourne.com where they are publicly available as of January 23, 2024 at 12noon.

Last day to submit questions is February 6, 2024 no later than 12:00 noon. Questions regarding clarification shall be submitted in writing to Liz Hartsgrove, Assistant Town Administrator through email.

If it becomes necessary to revise any part of this RFP or otherwise provided additional information, an addendum will be issued.

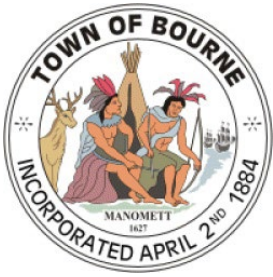
Responses will be received at the Town of Bourne Town Hall, 24 Perry Ave, Buzzards Bay, MA 02532 until February 13, 2024 at 4:00 PM. The Non-Price Proposals will be opened in confidence in accordance with c. 30B, §6 (d), and not be disclosed to the public or competing proposers until the evaluation process is completed.

An interview may be conducted with any proposer who is deemed Highly Advantageous or Advantageous during the evaluation of the proposals. The Town reserved the right to reject any or all proposals when it deems it to be in the best interest of the Town.

Contact: Liz Hartsgrove, Assistant Town Administrator
ehartsgrove@townofbourne.com
24 Perry Ave, Buzzards Bay MA 02532
508-759-0600 ext 1355

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|---------------|-------------------|------------------|
| Publications: | Bourne Enterprise | January 26, 2024 |
| | Cape Cod Times | January 28, 2024 |
| | COMMBUYS | January 26, 2024 |
| | Goods & Services | January 29, 2024 |

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| Website and Town Hall Posting: | January 23, 2024 |
|--------------------------------|------------------|



Town of Bourne Town Administration Procurement



www.townofbourne.com



24 Perry Ave, Bourne, MA 02532

Request for Proposals Evaluation

An evaluation committee designated by the Chief Procurement Officer/Town Administrator or designee will use this form when reviewing each proposal that meets all minimum requirements as outlined in the RFP and that is determined to be both responsive and responsible.

The RFP Evaluation **MUST** be done **PRIOR** to opening any price proposals, and each evaluator must privately, independently complete a separate form for each proposal being reviewed.

The Evaluation Committee will then meet in person or via zoom to review rankings and compare notes/comments.

The CPO or designee will collect and tally the average rankings of the Committee. Afterwards the CPO or designee will open the price proposals.

Project Name: Electronic Voting Equipment & Software

Evaluator's Name: Click here to enter text.

Date: Click here to enter text.

Firm: LHS Associates

Ranking: # out of 1 proposals
(1 being the best)

Overall Ranking: Click here to enter text.

(Highly Advantageous, Advantageous, Not Advantageous)

STEP 1: MINIMUM EVALUATION CRITERIA

Failure to meet the following minimum evaluation criteria will result in immediate rejection of the proposal.

Vendors must meet the minimum requirements as specified in Section IV-B.

Firm **DOES** **DOES NOT** meet the minimum requirements.

STEP 2: COMPARATIVE EVALUATION CRITERIA

Insert wording from RFP into each section for evaluation team to rank. If additional #s are needed, copy and paste table after last #, and make edits to reflect # succession.

| | | |
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| 1. | RESPONSE TO TECHNICAL SCOPE OF SERVICES (SECTION IV.C) (not including staffing questions) | |
| | Unacceptable | Proposal did not demonstrate that the proposer can successfully meet the proposal requirements. |
| | Not Advantageous | Proposal did not adequately explain all aspects of methodology. |
| | Advantageous | Proposal was adequate, appeared consistent with project intent, and responded to needs expressed by the documents in all areas. |
| | Highly Advantageous | Proposal was very thorough, appeared consistent with project intent, and responded to needs expressed by all documents in all areas. |
| Ranking: Click here to enter text. (Highly Advantageous, Advantageous, Not Advantageous) | | |
| Comments: Click here to enter text. | | |

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| 2. | PRECINCT TABULATOR REQUIREMENTS. | |
| | Unacceptable | Tabulators are not certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections and do not meet or exceed the Federal Voluntary Voting System Standards. |
| | Not Advantageous | Tabulators meet only minimum requirements. |
| | Advantageous | Tabulators meet majority of the requirements outlined in Precinct Tabulators section above. |
| | Highly Advantageous | Tabulators consist of all required equipment and capabilities as outlined in Precinct Tabulators section above. |
| Ranking: Click here to enter text. (Highly Advantageous, Advantageous, Not Advantageous) | | |
| Comments: Click here to enter text. | | |

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|--|---|---------------------|--|-------------------------|---|---------------------|--|----------------------------|--|
| 3. | CENTRAL SCANNER | | | | | | | | |
| | <table border="1"> <tr> <td style="width: 25%;">Unacceptable</td> <td>Central Scanner is not certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections and does not meet or exceed the Federal Voluntary Voting System Standards.</td> </tr> <tr> <td>Not Advantageous</td> <td>Central Scanner meets only minimum requirements</td> </tr> <tr> <td>Advantageous</td> <td>Central Scanner meets majority of the requirements as outlined in Central Scanner section above.</td> </tr> <tr> <td>Highly Advantageous</td> <td>Central Scanner consists of all requirements as outlined in Central Scanner section above.</td> </tr> </table> | Unacceptable | Central Scanner is not certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections and does not meet or exceed the Federal Voluntary Voting System Standards. | Not Advantageous | Central Scanner meets only minimum requirements | Advantageous | Central Scanner meets majority of the requirements as outlined in Central Scanner section above. | Highly Advantageous | Central Scanner consists of all requirements as outlined in Central Scanner section above. |
| Unacceptable | Central Scanner is not certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections and does not meet or exceed the Federal Voluntary Voting System Standards. | | | | | | | | |
| Not Advantageous | Central Scanner meets only minimum requirements | | | | | | | | |
| Advantageous | Central Scanner meets majority of the requirements as outlined in Central Scanner section above. | | | | | | | | |
| Highly Advantageous | Central Scanner consists of all requirements as outlined in Central Scanner section above. | | | | | | | | |
| <p>Ranking: Click here to enter text. (Highly Advantageous, Advantageous, Not Advantageous)</p> | | | | | | | | | |
| <p>Comments: Click here to enter text.</p> | | | | | | | | | |

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| 4. | ELECTRONIC POLLBOOKS | | | | | | | | |
| | <table border="1"> <tr> <td style="width: 25%;">Unacceptable</td> <td>Electronic Pollbooks are not certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections and do not meet or exceed the Federal Voluntary Voting System Standards.</td> </tr> <tr> <td>Not Advantageous</td> <td>Pollbooks meet only minimum requirements.</td> </tr> <tr> <td>Advantageous</td> <td>Pollbooks consist of majority of requirements as outlined in Electronic Pollbook section above.</td> </tr> <tr> <td>Highly Advantageous</td> <td>Pollbooks consist of all requirements as outlined in Electronic Pollbook section above.</td> </tr> </table> | Unacceptable | Electronic Pollbooks are not certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections and do not meet or exceed the Federal Voluntary Voting System Standards. | Not Advantageous | Pollbooks meet only minimum requirements. | Advantageous | Pollbooks consist of majority of requirements as outlined in Electronic Pollbook section above. | Highly Advantageous | Pollbooks consist of all requirements as outlined in Electronic Pollbook section above. |
| Unacceptable | Electronic Pollbooks are not certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections and do not meet or exceed the Federal Voluntary Voting System Standards. | | | | | | | | |
| Not Advantageous | Pollbooks meet only minimum requirements. | | | | | | | | |
| Advantageous | Pollbooks consist of majority of requirements as outlined in Electronic Pollbook section above. | | | | | | | | |
| Highly Advantageous | Pollbooks consist of all requirements as outlined in Electronic Pollbook section above. | | | | | | | | |
| <p>Ranking: Click here to enter text. (Highly Advantageous, Advantageous, Not Advantageous)</p> | | | | | | | | | |
| <p>Comments: Click here to enter text.</p> | | | | | | | | | |

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| 5. | TRAINING AND SUPPORT | |
| | Unacceptable | Vendor provides limited ongoing support, specifically with Election Day priorities. |
| | Not Advantageous | Training and support provided meets only minimum requirements. |
| | Advantageous | Training and support provided meets majority of requirements as outlined in Training section above |
| | Highly Advantageous | Training and support provided meets all requirements as outlined in Training section above. |
| Ranking: Click here to enter text. (Highly Advantageous, Advantageous, Not Advantageous) | | |
| Comments: Click here to enter text. | | |

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| 6. | HARDWARE AND SOFTWARE WARRANTY | |
| | Unacceptable | Vendor provided limited hardware and software warranty protections. |
| | Not Advantageous | Warranty meets only minimum requirements. |
| | Advantageous | Warranty meets majority of requirements as outlined in Hardware and Software Warranty section above. |
| | Highly Advantageous | Warranty meets or exceeds all requirements as outlined in Hardware and Software Warranty section above. |
| Ranking: Click here to enter text. (Highly Advantageous, Advantageous, Not Advantageous) | | |
| Comments: Click here to enter text. | | |

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| 7. | RESPONSE TO PROJECT TIMELINE. | |
| | Unacceptable | Proposal did not address any timeline of project. |
| | Not Advantageous | Proposal is vague; Evaluation Committee is unable to determine if it is consistent with time frame requirements. |
| | Advantageous | Proposal was adequate, appeared consistent with project intent, and responded to needs expressed by the documents in regards to timeline for completion of project. |
| | Highly Advantageous | Proposal was very thorough, appeared consistent with and elaborated upon project intent regarding time line, and responded extensively to needs expressed by the documents in all areas in regards to impact on timeline. |
| Ranking: Click here to enter text. (Highly Advantageous, Advantageous, Not Advantageous) | | |
| Comments: Click here to enter text. | | |

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| 8. | QUALITY OF PROPOSAL AND QUALITY OF EXPERIENCE. | |
| | Unacceptable | Proposal did not demonstrate that the proposer has the experience to fulfil the scope of the proposal. |
| | Not Advantageous | <p>The proposal does not demonstrate a solid understanding of Direct Read Optical Scan Vote Tabulators or a good understanding system requirements.</p> <p>The client list does not demonstrate good experience in providing expert advice on Direct Read Optical Scan Vote Tabulators and assistance to government and other organizations of a similar size to Bourne.</p> <p>The assigned employees do not have adequate experience working with Town Clerk personnel.</p> |
| | Advantageous | <p>The proposal demonstrates a good-depth understanding of Direct Read Optical Scan Vote Tabulators and a good understanding of system requirements.</p> <p>The client list demonstrates a good experience in providing expert advice on Direct Read Optical Scan Vote Tabulators and assistance to government and other organizations of a similar size to Bourne.</p> |

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| | | Assigned employees have good experience working with Town Clerk personnel. |
| | Highly Advantageous | <p>The proposal demonstrates an in-depth understanding of Direct Read Optical Scan Vote Tabulators and an in-depth understanding of system requirements.</p> <p>The client list demonstrates superior experience in providing expert advice on Direct Read Optical Scan Vote Tabulators and assistance to government and other organizations of a similar size to Bourne.</p> <p>Assigned employees have superior experience working with Town Clerk personnel.</p> |
| <p>Ranking: Click here to enter text. (Highly Advantageous, Advantageous, Not Advantageous)</p> | | |
| <p>Comments: Click here to enter text.</p> | | |

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| STEP 3: CUMULATIVE OVERALL RANKING |
| <p>Ranking: Click here to enter text.</p> |
| <p>Comments: Click here to enter text.</p> |

[Click here to enter text.](#)
Evaluator Signature (electronic)

[Click here to enter text.](#)
Date

From: [Marlene McCollem](#)
To: [Kathleen Thut](#); [Mary Jane Mastrangelo](#)
Cc: [Elizabeth Hartsgrove](#)
Subject: FW: Host Community Agreement RFQ
Date: Thursday, March 7, 2024 7:35:31 AM
Attachments: [Host Community Agreement Request for Qualifications \(1\) Bourne.pdf](#)

Hi MJ:

Please just let us know if you would like this to be included in the packet for next Wednesday?

Thank you,
Marlene

From: Steve Strojny [mailto:ssrojny@aol.com]
Sent: Thursday, March 7, 2024 7:10 AM
To: Mary Jane Mastrangelo <MMastrangelo@townofbourne.com>; Peter Meier <petermeier0606@gmail.com>; Melissa Ferretti <mferretti@townofbourne.com>; Anne-Marie Siroonian <asiroonian@townofbourne.com>; Jared MacDonald <JMacDonald@townofbourne.com>; Marlene McCollem <mmcollem@townofbourne.com>; Elizabeth Hartsgrove <EHartsgrove@townofbourne.com>; Kevin Hough <khough@capewaycannabis.com>
Subject: Host Community Agreement RFQ

Dear Chair Mastrangelo:

Attached to this email is a proposed RFQ (not RFP) which I believe would be a valuable template for the Town of Bourne to use in qualifying the 3 marijuana dispensaries.

I believe the RFQ process is superior to the RFP process. The RFQ process would allow the Select Board more freedom of choice and would be considerably less costly and time consuming.

I respectfully request 10 minutes of the Board's time on March 13th to present this proposal.

You can disregard the dates on the RFQ.

Thank you kindly, Steve Strojny

Steven P. Strojny
Sotheby's International Realty
508-509-3705 Cell
445 Main Street, Falmouth MA 02540

Steve Strojny's example of Request for Qualifications (RFQ) Adult Use Marijuana Retailers DRAFT TEMPLATE

DEADLINE FOR RESPONSES: Five (5) hard copies and one (1) electronic copy of your response must be submitted to the Town Administrator, at Town Hall, 24 Perry Ave, Bourne, MA 02532 by Monday, April 1st at Noon.

1) Business Experience

- Describe your current Marijuana business related experience.
- List your executive team and their experience.
- List other team members you feel differentiates you.
- When was your company officially launched/incorporated?
- Is your company incorporated or a non-profit?
- Do you currently have an existing or proposed cultivation facility and/or product manufacturing establishment that will supply your retail operation?
- If yes, where is your cultivation facility, square feet, and when did you start growing?
- Do you have future plans to add cultivation facilities at the proposed retail location or at another off-site location? If so, what is the proposed cultivation canopy for the cultivation facility and scope of the product manufacturing establishment?
- How many medical dispensaries do you currently operate and what year were they opened?
- List current or future plans for medical dispensaries.
- What marijuana approvals do you currently have from the State of Massachusetts?
- If you are currently in a process for approval, please explain.
- Please explain your plan for public awareness and education for responsible use, or any other plans you have for public awareness, education and outreach.

2) Financial Details

- Explain in detail your plan to finance your current Marijuana business?
- What credit line or funding source do you currently have? Please provide proof of credit line and history of credit line or proof of other financing sources
- Detail any other financial information you feel differentiate you from other businesses.

3) Business Details

- Size of retail store are you planning to open.
- Please provide a proposed plan/conceptual design for your retail store.
- Proposed hours of operation.
- Are you planning future expansion?
- What is your criteria to expand?
- Do you plan to open for medical and/or recreational sales on day 1 or in the future?
- Any other details you want to provide for your proposed Bourne business.
- Will your dispensary be locally owned and/or operated?
- How will the dispensary align with the Town of Bourne Local Comprehensive Plan?

4) Location

- Do you have a specific location under agreement? If so, please provide proof in the form of a deed, lease agreement, purchase agreement, or letter of commitment, including as much detail as possible.

5) Security and Public Safety

- Define your security plan for your retail store, including the parking area or grounds, in detail.
- Are you willing to work directly with the Bourne Police Department to develop and implement the security plan?
- Do you agree to have periodic reviews with the Bourne Police Department to discuss issues and concerns?
- Any security details you want to provide that you feel differentiates you?

6) Equity Programs

- Have you completed the Social Equity Program as defined by the Cannabis Control Commission? If so, please provide details.
- Are you a Certified Economic Empowerment Priority Applicant? If so, please provide details.
- Are you considered a Disadvantaged Business Enterprise? If so, please provide details.
- Does your ownership and corporate structure align with the goals of the Cannabis Control Commission's Equity Programs.

RESERVATIONS FOR THE TOWN

The Town reserves the right to reject any and all proposals for any reason and not to exceed three executed Host Community Agreements for adult use marijuana establishments in accordance with the zoning limitation. The Board of Selectmen is the awarding authority for Host Community Agreements. The Town reserves the right to conduct follow-up research on any responses provided by applicants. The Town, through the Board of Selectmen may in its sole discretion conduct in-person interviews with any applicants. The Town reserves the right to request additional information and negotiate all aspects of the draft Host Community Agreement.

DEADLINE FOR RESPONSES: Five hard copies and one (1) electronic copy of your response must be submitted to Marlene McCollem, Town Administrator, at Town Hall, 24 Perry Ave, Buzzards Bay, MA 02532 by Monday April 1st by noon.

Select Board
Minutes of Tuesday, February 21, 2024
Bourne Veterans' Community Center
Buzzards Bay, MA

TA Marlene McCollem
ATA Liz Hartsgrove

Select Board

Mary Jane Mastrangelo, Chair
Melissa Ferretti, Vice Chair
Anne-Marie Siroonian, Clerk
Peter Meier
Jared MacDonald (3:49)

Others: Barry Johnson, Town Clerk, Steve Strojny, and Kevin Hough.

Note this meeting is being televised, streamed, or recorded by Bourne TV. If anyone in the audience is recording or videotaping, they need to acknowledge such at this time. Use of flash photography during Select Board meetings is prohibited.

All items within the meeting agenda are subject to deliberation and vote(s).

3:00 PM Call Public Session to Order in Open Session

- 1. Public Comment on Non-Agenda Items** – Public Comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. (Board members are unable to respond due to posting requirements of the Open Meeting Law).
- 2. Signing of the March 5, 2024, election warrant for Presidential Preference Primaries**

Voted: Peter Meier moved, and Melissa Ferretti seconded, to authorize the Board to sign the warrant forms for the March 5th, 2024, Presidential Primary.

Vote: 4-0-0.

3. Policy Workshop: Marijuana

Chair Mastrangelo said that Town Administrator Marlene McCollem asked the Board to ask themselves what it is that they want to achieve to be successful, and what it is that they might want to avoid as having unintended consequences. Anne-Marie Siroonian said that they want to avoid any legal actions taken against them. Melissa Ferretti agreed and said that litigation would be her top thing to avoid. Peter Meier said that he wants a streamlined process with a commonsense approach, and Ms. Ferretti agreed with Mr. Meier.

Chair Mastrangelo said that criteria are important in making the 3 retail outlets successful. Some of this criteria are the location and the experience of those running the retail outlet. She would also like to see the residents of Bourne being able to secure jobs from this. She also feels that a transparent process is important. She also wants the Board to think about how they integrate the community meetings.

Ms. Siroonian said that there is a link between business owners and the strategic plan. Peter Meier said that it is bringing business to the Town that generates jobs and brings revenue and it's part of the Strategic Plan. Ms. Ferretti said that a lot of the processes are already written, and it is the business that needs the Town's support. Ms. Ferretti also said that the voters have spoken, and they are doing this work, and she thinks their job now is to make a fair and equitable process with the least community impact.

Peter Meier asked about the process of the applicants going to the Planning Board, and Chair Mastrangelo said that the zoning that was passed says that they must have a host community agreement with the Select Board to go to the Planning Board for zoning. There was some discussion about who hosts community outreach meetings. Chair Mastrangelo and Ms. Siroonian said that the applicants are responsible for their own outreach meetings.

Ms. McCollem recapped the conversation that the Select Board just had. She said that the Select Board wants to achieve a streamlined process, simplicity, successful businesses, local jobs, a transparent local process, community integration, alignment with the Strategic Plan, local ownership, and to be fair and equitable. She said that the things that the Select Board wants to avoid are litigation risk, marketplace instability, duplication of the CCC process, and negative community impacts.

a. Process for developing draft Marijuana review procedures.

Ms. Siroonian said that she thinks the three important things to answer are time, place, and manner regarding the applications. Chair Mastrangelo said that they will need a web page for the application process.

Chair Mastrangelo asked Ms. McCollem about resources for the application process. Ms. McCollem said that this is logistically very confusing. She said that one of the resources that they will need is legal review on the application process. She said that none of the Massachusetts license examples are under the new procedures. Ms. McCollem said that they would be safe to accept paper applications and said that there should be only one way to accept applications. Assistant Town Administrator Liz Hartsgrove said that the process could be like the acceptance process of RFP's, which lays out the steps for the applicants and for staff.

Voted: Peter Meier moved, and Anne-Marie Siroonian seconded that there will be a competitive application process for qualified applicants as outlined in the RFP.

Steve Strojny, Monument Beach, said that he thinks that the Select Board is on the right path. He said that his only quibble with the motion is that somebody may think that they are a qualified applicant, and when they get in front of the Select Board it will be obvious that they are not. Chair Mastrangelo said that the RFP will be sent out with the qualifying criteria.

Vote: 4-0-0.

Chair Mastrangelo said that a site is needed to apply. Ms. Siroonian said that you cannot get a host community agreement without a site. Kevin Hough said they should not only have a site, but also have some sort of legal contract over that site.

There was some discussion about community outreach. Mr. Hough said that the Cannabis Control Commission requires applicants to post in the newspaper and have two community outreach meetings. It was decided that as part of the application, the applicants will submit a community outreach plan.

Ms. McCollem asked the Board to circle back to the resources, and she said that the resources that have been discussed are a web page and Town Counsel. Chair Mastrangelo said that they will have a paper application that will be available on the website.

Ms. McCollem added that by regulation, it is their responsibility as the municipality to provide advice, which is not done in any other industry or for any other applicant that applies for any other kind of permit. She said that the website is a serious commitment, as well as Town Counsel. Ms. McCollem said that a fee system needs to be developed. There was some discussion on estimating the costs involved for the application process regarding the website and Town Counsel fees. There also was more discussion about the RFP process.

Ms. McCollem asked if the Select Board will be doing the screening for all the comparative criteria, and Chair Mastrangelo, along with a few of the other board members, said yes. They all agreed that the minimum criteria will be screened by both staff and the Select Board.

i. Criteria

Chair Mastrangelo said that the community outreach plan will be part of the criteria.

The Board all said that the minimum criteria for property location is that it must be in the overlay. There was a discussion about comparative criteria for property location. Ms. Hartsgrove said that that the Board must establish a scale for their ideal location for these establishments. Jared MacDonald suggested that the Board make a list, and then break out the distances after the list is established.

Chair Mastrangelo said that they need to decide what the Board wants for broad categories for criteria, and there was some discussion about what the Board would like to use. The list of criteria that was decided includes social equity status, residency, preliminary safety and security plan, industry experience, business plan, sustainability/green energy, and an employment plan.

ii. Competitive scoring system.

iii. Outline of steps in the licensing process

b. Dissolve ad hoc subcommittee?

Voted: Peter Meier moved, and Jared MacDonald seconded, to dissolve the ad hoc subcommittee.

Vote: 4-0-1. Melissa Ferretti abstained.

c. Televised? Hybrid/remote option?

Chair Mastrangelo said that she is fine with these workshops being televised. She said that she prefers not to have a hybrid option because it would be too hard to manage. Mr. MacDonald agreed to the hybrid option, and regarding being televised they decided it would be televised if Bourne TV was available. It was also decided the meetings would be hybrid on a case-for-case basis if there is a Board need for it.

d. Future special meeting schedule.

The next workshop meeting will be held on Wednesday, March 13th at 3:00 PM.

Chair Mastrangelo said that the homework for the Board is to think about the minimum and comparative criteria regarding the criteria that was discussed earlier. Ms. Ferretti said that they should also think about the scoring system.

Mr. Strojny suggested a 100-point scoring system with 4 major categories with each one worth 25 points. He said that regarding social equity, they should evaluate it if they fit in, or if they align with it. He spoke about a few other categories that he feels that the Board should evaluate. He said that he hopes that the Board will reconsider the letters of support. There was some discussion about the overlay.

4. Adjourn

Voted: Anne-Marie Siroonian moved, and Peter Meier seconded to adjourn.

Vote: 5-0-0.

This workshop meeting of the Bourne Select Board was adjourned at 4:36 PM.

Respectfully Submitted,

Kim Johnson, Recording Secretary

Reasonable accommodations for people with disabilities are available upon request. Include a description of the accommodation you will need, including as much detail as you can and include a way we can contact you if we need more information. Please allow advance notice. Send an email to kthut@townofbourne.com or call the Town Administrator's Office at 508-759-0600 x1503.