

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> Town of Hopedale (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Housing and Community Development <b>MMARS Department Code:</b> OCD	
<b>Legal Address:</b> (W-8, W-4): 78 Hopedale Street, Hopedale, MA 01747		<b>Business Mailing Address:</b> 100 Cambridge Street, Suite 300 Boston, MA 02114	
<b>Contract Manager:</b> Diana M. Schindler	<b>Phone:</b> (413) 387-9069	<b>Billing Address (if different):</b> same	
<b>E-Mail:</b> dschindler@hopedale-ma.gov	<b>Fax:</b>	<b>Contract Manager:</b> Julissa Tavaraz	<b>Phone:</b> 617 573 1407
<b>Contractor Vendor Code:</b> VC6000191835		<b>E-Mail:</b> Julissa.tavaraz@mass.gov	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> SCOCD32102233000095	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__ Enter Amendment Amount \$ ____, (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
<b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to Intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>75,000</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. The Town of Hopedale will study current traffic, parking, and circulation in Hopedale Village Center and make recommendations for changes and improvements to create effective traffic flows, parking areas and circulation, additional traffic and parking, and connectivity to the foundation of Complete Streets.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>6/30</u> , <u>2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Diana M. Schindler</u> Date: <u>12/22/2021</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Diana M. Schindler</u> Print Title: <u>Town Administrator</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Louis Martin</u> Print Title: <u>Director</u>	

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Diana M. Schindler	Town Administrator
Brian Keyes	Select Board Chair

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Diana M. Schindler  
Signature

Date: 12/22/2021

Title: Town Administrator Telephone: (508) 634-2203 x213

Fax: (508) 634-2200 Email: dschindler@hopedale-ma.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

**PROOF OF AUTHENTICATION OF SIGNATURE**

This page is optional and is available for a department to authenticate contract signatures.  
It is recommended that Departments obtain authentication of signature for the signatory  
who submits the Contractor Authorized Listing.

This Section **MUST** be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title: Town Administrator

X Diana M. Schindler

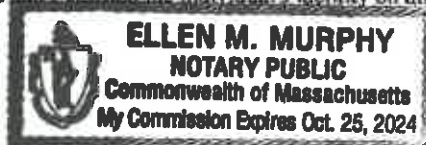
Signature as it will appear on contract or other document (Complete only in presence of notary):

**AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:**

I, Ellen Murphy (NOTARY) as a notary public certify that I witnessed  
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

6/22, 2021

My commission expires on:



**AFFIX NOTARY SEAL**

I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the  
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's  
authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20\_\_\_\_.

**AFFIX CORPORATE SEAL**



# STANDARD CONTRACT FORM INSTRUCTIONS

## CONTRACTOR CERTIFICATIONS

### COMMONWEALTH TERMS AND CONDITIONS

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#### INSTRUCTIONS

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The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

**Contractor Legal Name (and D/B/A):** Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for a Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

**Commonwealth Department Name:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager

(with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or e-mail address if invoices must be sent to a different location. Billing, confirmation of delivery or performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the e-mail address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20-character encumbrance transaction number associated with this Contract, which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Document IDs.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference or tracking number for this Contract or Amendment which will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

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#### NEW CONTRACTS (Left Side of Form):

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**Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)**

**Procurement or Exception Type:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

**Statewide Contract (OSD or an OSD-designated Department):** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD:** Check this option for Contracts approved by OSD for collective purchases through federal, state, or local government or other entities.

**Department Procurement:** Check this option for a Department contract procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "Brief Description."

**Emergency Contract:** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government, the provision of necessary or mandated services, or where the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee:** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status



# STANDARD CONTRACT FORM INSTRUCTIONS

## CONTRACTOR CERTIFICATIONS

### COMMONWEALTH TERMS AND CONDITIONS

Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Other Procurement Exception:** Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative “earmarks” exempt the Contract solely from procurement requirements; all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

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#### CONTRACT AMENDMENT (Right Side of Form)

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Complete this section for any Contract being renewed, amended, or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract Document IDs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). See “Amendments, Suspensions, and Termination Policy.”

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter “no change” for Rate Contracts or if there is no change.

**Amendment Type:** Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

**Amendment to Date, Scope or Budget:** Check this option when renewing a Contract or executing an Amendment (“material change” in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor’s response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any “material change” in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor’s Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts:** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee:** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Other Procurement Exception:** Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being

competitively procured, or identify any other procurement exception not already listed. Legislative “earmarks” exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

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#### COMMONWEALTH TERMS AND CONDITIONS

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Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC), the Commonwealth IT Terms and Conditions (TC-IT), or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

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#### COMPENSATION

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Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both. Specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

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#### PROMPT PAY DISCOUNTS

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Payments are processed within a 45 day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth’s loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [M.G.L. c. 29, § 23A](#)). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank, please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments ([M.G.L. c. 29, § 23A](#)), or only an initial accelerated payment for reimbursements or startup costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle, in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in the Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.



# STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

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## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2021" or "FY2021-23"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

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## ANTICIPATED START DATE

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The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2021" or "FY2021-23") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

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## CONTRACT END DATE

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The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

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## CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

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See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date." Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps are not acceptable.** Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. **See the Commonwealth's policy on electronic or digital signatures.**

**Contractor Name/Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing.**

**Authorizing Signature For Commonwealth/Date:** The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date." **Rubber stamps are not acceptable.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name/Title:** Legibly enter Authorized Signatory's name and title.

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## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

**Laws and Regulations Prohibiting Discrimination and Human Trafficking.** Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting



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discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud, or unfair trade practices with any other person, and that any actions to avoid or frustrate fair and open competition are prohibited by law and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access.** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [M.G.L. c. 11, §12](#) for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 CMR 32.00](#).

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including [Executive Order 147](#); [M.G.L. c. 29, § 29F](#); [M.G.L. c. 30, § 39R](#); [M.G.L. c. 149 §§ 27C, 44C and 148B](#); and [M.G.L. c. 152, § 25C](#).

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under [M.G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#), if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

**Payments Subject To Appropriation.** Pursuant to [M.G.L. c. 29 §§ 26, 27 and 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [M.G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, [M.G.L. c. 62C, § 49A](#), reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under [M.G.L. c. 62E](#), withholding and remitting child support including [M.G.L. c. 119A, § 12](#), TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Commonwealth Data, Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and



# STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under [M.G.L. c. 214, § 3B](#).

For all Contracts involving the Contractor's access to personal information, as defined in [M.G.L. c. 93H](#), and personal data, as defined in [M.G.L. c. 66A](#), or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read [M.G.L. c. 93H](#) and [c. 66A](#) and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c)

provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the [Commonwealth's Terms and Conditions](#), the Commonwealth IT Terms and Conditions, or the Commonwealth Terms and Conditions for Human and Social Services. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to [M.G.L. c. 93H](#) and under [M.G.L. c. 214, § 3B](#) for violations under [M.G.L. c. 66A](#).

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); [M.G.L. c. 149, § 27G](#) (moving office furniture and fixtures); [M.G.L. c. 149, § 27H](#) (cleaning state office buildings or buildings leased by the state); [M.G.L. c. 6C, § 44](#) (MassDOT relocation of utilities or utility facility); [M.G.L. c. 7, § 22](#) (contracts for meat products and clothing and apparel); [M.G.L. c. 71, § 7A](#) (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations ([M.G.L. c. 151](#) and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); [M.G.L. c. 151A](#) (unemployment insurance and contributions); [M.G.L. c. 152](#) (workers compensation and insurance); [M.G.L. c. 150A](#) (Labor Relations); [M.G.L. c. 153](#) (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

**Federal And State Laws And Regulations Prohibiting Discrimination.** Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C. § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); [M.G. L. c. 151B](#) (Unlawful Discrimination); [M.G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [M.G.L. c. 272, § 92A](#); [M.G.L. c. 272, §§ 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [M.G.L. c. 93, § 103](#); 47 USC § 255 (Telecommunication Act); [M.G.L. c. 149, § 105D](#), [M.G.L. c. 151C](#), M.G.L. c. 272, §§ 92A, [98](#) and [98A](#), and [M.G.L. c. 111, § 199A](#), and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.





# STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](http://www.commbuys.com) and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability.** Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term “other damages” in Section 11 of the Commonwealth Terms and Conditions, “Indemnification,” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth’s ability to join the contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to [M.G.L. c. 7, § 22C](#), for state agencies, state authorities, the state House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland or if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and certifies that it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [M.G.L. c. 30, § 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under

the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

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## EXECUTIVE ORDERS

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For covered Executive Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by [M.G.L. c. 151E, § 2](#). If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors.** Contractor certifies compliance with both the conflict of interest law, including [M.G.L. c. 268A, § 5\(f\)](#) and this Order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor’s company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.



# STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

**Executive Orders 523, 526 and 565, Executive Order 523** (Establishing the Massachusetts Small Business Purchasing Program). [Executive Order 526](#) (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). [Executive Order 565](#) (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to [M.G.L. c. 7 § 61\(s\)](#). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

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

**FY 2022 Rural and Small Town Development Fund Contract**

**Rural and Small Town Development Fund Grant Program**

**I. CONTRACT**

The Contractor is responsible for accessing and reviewing the contents of the documents referenced below, as compliance with each is a binding component of this Contract:

- A. This Attachment A is attached to and made a part of the COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM. THE COMMONWEALTH TERMS AND CONDITIONS and the Contractor's Budget, as approved by the Department, are attached hereto as Exhibits.
- B. This Attachment A incorporates by reference the Rural and Small Town Development Fund Grant Application as applicable.
- C. This Attachment A, all attached Exhibits and other Attachments, and all documents incorporated by reference herein, are referred to, collectively, as the Contract.
- D. This Contract represents the entire agreement between the Contractor and the Department, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.
- E. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

**II. SCOPE OF SERVICES AND COMPLIANCE WITH LAWS**

The Rural and Small Town Development Fund Grant Program provides funding for projects in qualifying rural and small towns in Massachusetts. It encourages local communities to develop projects, such as the construction or major repair of physical infrastructure or the development of engineering, schematic, or feasibility designs.

All projects must be completed by June 30, 2023.

The Contractor shall use the FY 2022 contract funding to provide services in accordance with the terms of the attached Budget, the terms of this Contract, and any subsequent Contract amendments. **ALL EXPENSES MUST BE INCURRED ON OR BEFORE JUNE 30<sup>TH</sup> OF THE FISCAL YEAR IN WHICH THEY OCCUR (FY 2022 –**

**YEAR 1; FY 2023 – YEAR 2).** Any later change in services and activities to be provided by Contractor shall be made only with the prior approval of the Department, in accordance with Section III.D, below.

The Contractor shall carry out these activities in conformance with all applicable federal and state laws and requirements, including without limitation, statutes, rules, regulations, administrative and executive orders, ordinances, and codes, as they may be issued and amended.

The Department reserves the right to issue future administrative guidance. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance the Department may issue, amend, or supplement from time to time.

### **III. ADDITIONAL TERMS AND CONDITIONS**

#### **A. Reporting Responsibilities of the Contractor**

1. The Contractor, and any entity under subcontract, having costs chargeable to Contract funds shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions including without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
2. The Contractor shall comply with all records and reporting requirements set forth in this Contract.
3. The Contractor must submit requests for time extensions for the submission of any reports or data in writing to the Department for approval or disapproval prior to the passing of the deadline. Such requests should explain the reason for the delay and specify the new deadline for the submission of the report or data. The Department may grant such requests in writing.
4. Quarterly Progress Reports. The Contractor shall submit written quarterly progress reports to the Department in compliance with the following deadlines and requirements on a form provided by the Department.

Progress reports shall be submitted on or before the 15<sup>th</sup> day of the month following the last month of the quarter. The last months of each quarter are March, June, September, and December; accordingly, as an example, the progress report for the first quarter is due on or before April 15. Such reports do not need to be submitted once a final reimbursement is made and the project is complete.

5. The Contractor shall continually assess its performance of the Contract-supported activities to ensure that the performance objectives outlined in the Contract are achieved. This includes, but is not limited to, the Contractor's monitoring that applicable schedules are met and performance objectives are achieved in accordance with the activities delineated in the Contract. The Contractor shall inform the Department in writing, which may be done electronically, of the

following conditions which may affect its deliverable objectives and performance as soon as they become known:

- a. Problems, delays, or adverse conditions which will materially affect the Contractor's ability to attain deliverable objectives. This disclosure shall be accompanied by a statement of any actions taken or contemplated by the Contractor, and any assistance needed from the Department to resolve the situation.
  - b. Favorable developments or events which will enable the Contractor to meet the deliverable Contract objectives sooner than anticipated or at less cost than originally projected.
6. The Contractor shall submit all progress reports to the Department's assigned program representative electronically at the following email address:
- Filipe Zamborlini  
Community Grants Coordinator  
[filipe.zamborlini@mass.gov](mailto:filipe.zamborlini@mass.gov)
7. The Department shall advise the Contractor within thirty (30) days of receiving any report if it is not acceptable to the Department. The Contractor shall submit an acceptable report upon receipt of such advice from the Department.
  8. The Contractor, and any entity under subcontract having costs chargeable to Contract funds, shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions, including, without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
  9. Within five business days of receipt, the Contractor shall provide the Department with copies of any and all exception reports and written communications of an audit or review of the Contractor and any written final reports of such audits or reviews that the Contractor receives during the Contract term from the state Office of the Inspector General (OIG) and/or the Office of the State Auditor. Such reports or communications may be provided electronically.
  10. Within five business days of being served with any pleading in a legal action filed with a court or administrative agency related to this Contract or which may affect the Contractor's ability to perform its obligations hereunder, the Contractor shall notify the Department of such action and deliver copies of such pleadings to the Department. Such reports or communications may be provided electronically.
  11. The Contractor will submit any other reports or information requested by the Department by the due date specified in the Department's request. The Contractor shall promptly make available to the Department or to an auditor or contractor approved by the Department such material information regarding the Contractor's activities as may be requested by the Department.

## B. Payment Mechanism and Fiscal Obligations

The Department agrees to provide payment for the services described under this Contract, pursuant to the following payment mechanism:

1. Cost Reimbursement. The Contractor shall submit to the Department written requests for cost reimbursement on the Department's Rural and Small Town Development Fund Grant Invoice form (Rural and Small Town Invoice), or other such form as the Department may specify.

*Only requests for cost reimbursement for authorized expenses, pursuant to the funds from the state's budget, are authorized for reimbursement.*

2. Housing Choice Invoices should be submitted **no more than** once a month and should include the range of the dates of service being submitted for reimbursement.
3. All payments are contingent upon receipt of the availability of funds, authorization by the Executive Office of Administration and Finance and the Massachusetts Comptroller, and the provisions of the Commonwealth Terms and Conditions. In accordance with 815 CMR 2.00 and state finance law, the Department is under no legal obligation to compensate the Contractor, or to obtain additional funding, for any costs or other commitments which are outside the scope of the executed Contract and which have not been approved by the Department.
4. In no event shall the sum of any and all payment by reimbursement exceed the maximum amount payable to the Contractor hereunder. Requests for payment by cost reimbursement will be honored and funds will be released based on submission by the Contractor, with review and acceptance by the Department, of required data and reports as detailed in this Contract, the availability of funds, and the Contractor's satisfactory compliance with the terms of this Contract.
5. The Contractor shall initiate any requests for payment by cost reimbursement by submitting a written request using the Rural and Small Town Invoice, or other such form as the Department may specify.

Each request for payment by cost reimbursement must be made on the Rural and Small Town Invoice. By the Rural and Small Town Invoice, the Contractor represents that in accordance with the Contract, including the Contractor's Budget as approved by the Department, articles have been furnished, services have been rendered, or obligations have been incurred by a person authorized to incur such obligations.

The Department's fiscal representative will provide additional billing instructions, if necessary, to the Contractor via email following execution of this Contract.

When submitted electronically, the Rural and Small Town Invoice should be attached to the email submission. Any other documents, such as vendor invoices, should be submitted as separate attachments.

In addition to the Rural and Small Town Invoice, requests for payment by cost reimbursement shall also contain sufficient detail, supporting records, and documentation to support payment. Records to substantiate the Contractor's claims hereunder may include, without limitation, payroll records, accounting records, and purchase orders that are sufficient to document the Contractor's program and financial activities under this Contract.

The request for cost reimbursement shall be submitted electronically to the attention of:

Brett Morton  
Division of Community Services  
[brett.morton2@mass.gov](mailto:brett.morton2@mass.gov)

with a copy to:

Filipe Zamborlini  
Community Grants Coordinator  
[filipe.zamborlini@mass.gov](mailto:filipe.zamborlini@mass.gov)

The Contractor shall maintain copies of all records submitted electronically to the Department, including but not limited to copies of invoices and supporting documentation, and provide copies to the Department upon request.

6. All requests for cost reimbursement must be submitted on or before July 15, 2022, if expenses were incurred in FY 2022 – Year 1; and on or before July 21, 2023, if expenses were incurred in FY 2023 – Year 2. Failure to do so may result in delayed reimbursement or denial of the request.
7. The Contractor shall submit the final Rural and Small Town Invoice on or before July 21, 2023. With the submission of the final Rural and Small Town Invoice, the Contractor shall return to the Department any unexpended funds that are reflected in the final reconciliation, subject to Section III.C below.

### **C. Budget Changes**

1. Any subsequent change in the services and activities to be provided by the Contractor in accordance with the attached Budget, including, but not limited to, extensions of time, requires prior written approval from the Department's assigned program representative listed in Section III.A.6. **Requests for any subsequent change must be received by the Department on or before March 1, 2023.**
2. Budget Line Item Changes. The Contractor may transfer funds among the line items in the Budget only with the written permission of the Department. No amendment to the Contract shall be required for such change. The Contractor shall submit a request to the Department for such change, in writing, thirty (30) days prior to requesting reimbursement funds under such change. If the Department does not respond within thirty (30) days of receipt of the requested line item change, it will be deemed approved.

#### **D. Signage, Acknowledgment, Publicity, and Logos**

1. Signage. The Contractor may erect or post a sign at a location where Contract funds have been used indicating that financing is being or has been provided in part by the Department as part of the Rural and Small Town Development Fund Grant Program, subject to compliance with the zoning by-laws or ordinances of the municipality in which the sign is to be erected or posted. The sign shall include the following statement: "Funds for this Project have been provided by a Rural and Small Town Development Fund Grant provided by the Massachusetts Department of Housing and Community Development."
2. Acknowledgment. If Contract funds are expended by the Contractor on the preparation or production of a brochure or other publication, the brochure or publication shall include the following statement: "This publication was funded by a Rural and Small Town Development Fund Grant provided by the Massachusetts Department of Housing and Community Development."
3. Publicity; Other Materials. The Contractor may disseminate, publish, or reproduce documents produced in whole or in part pursuant to this Contract, provided that the Contractor furnishes to the Department copies of any such documents thirty (30) days prior to publication, and provided that such documents include the acknowledgment required under Section D(2). The Contractor may copyright any books, publications, or other copyrightable materials produced under this Contract, provided that the Contractor shall provide to the Commonwealth as appropriate an irrevocable, nonexclusive royalty-free right to reproduce, publish, or otherwise use or authorize others to use the copyrighted material.
4. Logos. If the Contractor wishes to include a Department logo on any signage or other materials produced in accordance with this section, it may contact the Department's assigned program representative, listed in Section III.A.6, for the appropriate copy of a logo.



5. Submission to DHCD. Any sign, publication, or other material produced in accordance with this section must be submitted in advance to the Department's assigned program representative, listed in Section III.A.6, no later than thirty (30) days before posting or distribution. If the Department does not respond within thirty (30) days of receipt of the material, it will be deemed to have approved of the material.

The Department reserves the right to require that the Contractor provide to the Department photographs, video, or other media and/or documentation, if applicable, or copies of such materials, of any project financed in whole or in part by the Department under the Rural and Small Town Development Fund Grant Program.

#### **E. Audit or Financial Review**

The Department reserves the right under this Contract to secure its own independent audit or financial review of the Contractor's (or Subcontractor, if applicable) records if, in its sole discretion, the Department determines that it is necessary for any reason.

#### **F. Monitoring**

The Department may monitor the Contractor's (or Subcontractor, if applicable) compliance with the Contract. The Contractor shall allow the Department and its representatives access to all of its books and records pertaining to this Contract.

#### **G. Conflict of Interest, Licensure, and Debarment**

1. The Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Contractor's obligations hereunder.
2. The Contractor shall not knowingly employ or compensate any employee of the Commonwealth during the term of this Contract, unless such arrangement is permitted under the provisions of M.G.L. c. 268A. Employment of former Commonwealth employees shall also be in compliance with the provisions of M.G.L. c. 268A.
3. The Contractor represents and warrants that as of the effective date, it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. The Contractor shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform activities under this Contract, without reimbursement by the Commonwealth or other adjustment in Contract funds. Further, the Contractor warrants that all employees, agents, and

subcontractors performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities.

4. The Contractor certifies that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. The Contractor agrees to immediately notify the Department if the Contractor becomes suspended or debarred, or if any licenses, certifications, approvals, insurance, permits, or any such similar requirement necessary for the Contractor to properly perform become revoked, withdrawn, or non-renewed during the Contract period.

#### **H. Enforcement, Suspension, and Termination**

1. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Contractor and the Department, and not to any third party.
2. The Department may use increased or additional monitoring and reporting as part of its enforcement actions.
3. This Contract may be terminated pursuant to Sections 4 and 5 of the Commonwealth Terms and Conditions.
4. The Department may provide the Contractor with written notice to decrease or cease Contract activity. Effective upon receipt of notice from the Department, or a later date specified therein, the Contractor agrees to decrease, suspend, and/or terminate Contract activity in conformance with the terms of such notice.
5. Upon the termination or expiration of this Contract, the Contractor shall continue to cooperate with all audit, records, and monitoring requirements.
6. Within a maximum of 90 days following the date of expiration or termination of this Contract, the Contractor shall submit all reports and data required by this Contract.

#### **I. Non-Discrimination In The Provision of Services**

The Contractor shall not deny services or otherwise discriminate in the delivery of services because of race, color, religion, disability, sex, sexual orientation, gender identity, familial status or children, marital status, age, national origin, ancestry, genetic information, receipt of federal, state, or local public assistance or housing subsidies, veteran/military status, or because of any other basis prohibited by law. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations and administrative and Executive Orders prohibiting discrimination, including without limitation, the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.), the Age Discrimination Act of 1975, as

amended (42 U.S.C. §§ 6101 et seq.), M.G.L. c. 151B, M.G.L. c. 272 §§ 92A, 98, and 98A, M.G.L. c. 111 § 199A, 42 U.S.C. 9918 (c) and 45 C.F.R. 80.

## **J. Confidentiality**

1. The Contractor certifies that it has established sufficient internal policies to carry out its obligations hereunder.
2. The Contractor shall keep all state records and information, wherever obtained, confidential at all times and comply with all state and federal laws concerning the confidentiality of information. The Contractor shall hold all personal data relating to Contract-supported personnel and applicants or recipients of Contract-supported programs and activities in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form and its Instructions and Contractor Certifications, and all applicable Federal and state privacy and confidentiality laws and regulations, including M.G.L. c. 66A, “Massachusetts Fair Information Practices Act;” M.G.L. c. 93H, Security Breaches; 801 CMR 3.00: Privacy and Confidentiality, and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.
3. Pursuant to the Standard Contract Form and its Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction, use, modification, disclosure, or loss.
4. The Contractor shall notify its agents, employees, subgrantees, and assignees who may come into contact with state records and confidential information that each is subject to the confidentiality requirements set forth herein.
5. The Contractor shall deliver to the Department, within 14 days of a written request by the Department following termination of this Contract, such personal data relating to this Contract as the Department may request; provided, that the Contractor may keep copies of any personal data delivered to the Department; and provided further, that for the purposes of this sentence, the term, “personal data”, shall not include the Contractor’s personnel records.

## **K. Fraud, Waste, and Abuse**

The Contractor shall maintain and use systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract.



## Attachment B Budget

### FY2022 Rural and Small Town Grant

Name of Municipality Include name of Subcontractor if applicable	Program Manager Name, phone and email <i>Include name and contact information of person preparing report if different from project manager</i>
Town of Hopedale	Name: Diana M. Schindler Phone: (413) 387-9069 Email: dschindler@hopedale-ma.gov

Project Description <i>Brief Summary of Project</i>
The Town of Hopedale will study current traffic, parking, and circulation in Hopedale Village Center and make recommendations for changes and improvements to create effective traffic flows, parking areas and circulation, additional traffic and parking, and connectivity to the foundation of Complete Streets.

Project Tasks	Cost by Task
Design/Engineering	\$0.00
Other Professional Fees	\$0.00
Permitting	\$0.00
Construction	\$0.00
Contingency	\$0.00
Construction Admin.	\$0.00
Personnel (incl.tax/fringe)	\$0.00
Consultants/Prof. Fees	\$75000.00
Meeting Express/Events	\$0.00
Project Supplies/Materials	\$0.00
Other/Miscellaneous	\$0.00
<b>TOTAL</b>	<b>\$75000.00</b>

(add additional rows as necessary)



**TOWN OF HOPEDALE**  
78 Hopedale Street - P.O. Box 7  
Hopedale, Massachusetts 01747  
Tel: 508-634-2203 Fax: 508-634-2200  
[www.hopedale-ma.gov](http://www.hopedale-ma.gov)

**SELECTBOARD**  
Brian R. Keyes, Chair  
Louis J. Arcudi, III  
Glenda A. Hazard

**Town Administrator**  
Diana M. Schindler

June 4, 2021

Dear Community One Stop for Growth:

The Town of Hopedale is interested in submitting our application for the Community One Stop for Growth portal in support our Hopedale Village Center development continuum, including the Draper Mill redevelopment area. We have partnered with the Central Massachusetts Regional Planning Commission (CMRPC) and The Worcester Business Development Corporation on this critical project that will bring potential new business, commercial and industrial use and much-needed housing development to the Town of Hopedale and this region.

The Town of Hopedale has been collaborating with CMRPC on numerous plans and initiatives recently to further the Town's economic development goals and efforts. We are currently working on a phased Master Plan. With the help of the Community Compact program and the Planning Assistance Grant, we are well underway with our Population & Housing, Economic Development, Land Use, Historical & Cultural, and Open Space & Recreation elements. We have recently applied for funding for completion of the final three elements that will allow the Town to implement thoughtful land-based strategies that will support sustainable development principles.

The Town of Hopedale is also very eager to carry out this Traffic, Parking and Circulation Study. The Town of Hopedale currently does not have professional planning staff; having this opportunity to partner with a professional consultant to plan for this crucial village center redevelopment is imperative to our success. The Town budget continues to be adversely affected by the current economic crisis resulting from the COVID-19 pandemic, and without resources from a grant program such as this, Hopedale would not be able to effectively plan for our future. By putting these plan elements in place, we can make proactive decisions that have positive long-term impacts, rather than reactive decisions that may result in less-than-ideal land use development outcomes.

Thank you for your consideration.

Sincerely,

**Brian R Keyes**

---

Brian R. Keyes,  
Chair, Selectboard, Town of Hopedale

Signature:   
Brian R Keyes (Jun 4, 2021 13:17 EDT)

Email: [bkeyes@hopedale-ma.gov](mailto:bkeyes@hopedale-ma.gov)






# Hopedale Support Letter, Community One Stop

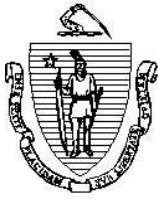
Final Audit Report

2021-06-04

Created:	2021-06-04
By:	Diana Schindler (DSchindler@hopedale-ma.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1eyGcZo_lxpjFLOVnuc0vwWNMEZ-Mps

## "Hopedale Support Letter, Community One Stop" History

-  Document created by Diana Schindler (DSchindler@hopedale-ma.gov)  
2021-06-04 - 4:48:27 PM GMT- IP address: 71.235.179.133
-  Document emailed to Brian R Keyes (bkeyes@hopedale-ma.gov) for signature  
2021-06-04 - 4:48:50 PM GMT
-  Email viewed by Brian R Keyes (bkeyes@hopedale-ma.gov)  
2021-06-04 - 5:16:42 PM GMT- IP address: 204.14.236.150
-  Document e-signed by Brian R Keyes (bkeyes@hopedale-ma.gov)  
Signature Date: 2021-06-04 - 5:17:10 PM GMT - Time Source: server- IP address: 204.14.236.150
-  Agreement completed.  
2021-06-04 - 5:17:10 PM GMT



Commonwealth of Massachusetts

DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

October 1, 2021

Ms. Diana M. Schindler  
Town Administrator, Town of Hopedale  
78 Hopedale Street  
Hopedale, MA 01747

Dear Ms. Schindler:

**RE: Hopedale 542 Application**

Thank you for submitting this application to the FY2022 Community One Stop for Growth. The three One Stop partner agencies worked together to carefully review and evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. Your application was reviewed by the program(s) that could best serve the project's funding needs.

On behalf of the Baker-Polito Administration, I am pleased to inform you that a grant in the amount of **\$75,000.00** from the **Rural and Small Town** grant program has been approved. Congratulations on being one of the successful applicants.

This award is contingent the execution of a grant contract between the Town of Hopedale and the Department of Housing and Community Development (DHCD) and the satisfaction of its special conditions and requirements. We will send the grant contract to the contact person identified in your application. We will also send grant administration and contract requirement guidance to highlight contractual and regulatory obligations before proceeding with activities authorized for grant funding. If you have any questions, please contact Chris Kluchman, FAICP, Acting Director at [Chris.Kluchman@mass.gov](mailto:Chris.Kluchman@mass.gov), and Filipe Zamborlini, Community Grants Coordinator at [Filipe.Zamborlini@mass.gov](mailto:Filipe.Zamborlini@mass.gov).

Finally, please note that **public announcement of this award is embargoed** until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. We look forward to working with you to address the Town of Hopedale's housing and community development needs.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer D. Maddox".

Jennifer D. Maddox  
Undersecretary, DHCD

Bid Solicitation: BD-21-1100-EED01-EED01-57825

**Header Information**

<b>Bid Number:</b>	BD-21-1100-EED01-EED01-57825	<b>Description:</b>	Community One Stop for Growth - FY2022 Grant Round	<b>Bid Opening Date:</b>	06/04/2021 11:59:00 PM
<b>Purchaser:</b>	Nicholas Bulens	<b>Organization:</b>	Executive Office of Housing and Economic Development		
<b>Department:</b>	EED01 - Economic Development	<b>Location:</b>	EED01 - Economic Development		
<b>Fiscal Year:</b>	21	<b>Type Code:</b>	NS - Non-Statewide Solicitation	<b>Allow Electronic Quote:</b>	No
<b>Alternate Id:</b>		<b>Required Date:</b>		<b>Available Date :</b>	01/21/2021 12:00:00 AM
<b>Info Contact:</b>	Website: www.mass.gov/onestop, Email: onestop@mass.gov	<b>Bid Type:</b>	OPEN	<b>Informal Bid Flag:</b>	No
<b>Purchase Method:</b>	Blanket				
<b>Blanket/Contract Begin Date:</b>	07/01/2021	<b>Blanket/Contract End Date:</b>	06/30/2022		

**Pre Bid Conference:** Visit [www.mass.gov/onestop](http://www.mass.gov/onestop) for a schedule (or recordings) of the information sessions - One Stop Webinars. In addition to reviewing the webinars, applicants can receive feedback by submitting an Expression of Interest as outlined in the NOFA.

**Bulletin Desc:** The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHED, DHCD, and/or MassDevelopment via the One Stop Full Application. Expressions of Interest accepted through April 2, 2021. For the most up to date program information, visit [www.mass.gov/onestop](http://www.mass.gov/onestop).

<b>Ship-to Address:</b>	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: robin.pezzone@state.ma.us Phone: (617)788-3627	<b>Bill-to Address:</b>	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: robin.pezzone@state.ma.us Phone: (617)788-3627	<b>Print Format:</b>	
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**File Attachments:** [One Stop for Growth FY2022 NOFA](#)  
[One Stop - Expression of Interest Template](#)  
[One Stop - Full Application Template](#)

**Form Attachments:**  
**SBPP (Small Business Purchasing Program)**

NO



**Eligible?:**

**See SBPP requirements and exceptions at [www.mass.gov/sbpp](http://www.mass.gov/sbpp) :**

**Item Information**

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**Item # 1: ( 00-00 - 00 )** The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHE, DHCD, and/or MassDevelopment via the One Stop Full Application. Expressions of Interest accepted through April 2, 2021. For the most up to date program information, visit [www.mass.gov/onestop](http://www.mass.gov/onestop).

U N S P S C Code: 00-00-00  
Grant Opportunity

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				

Manufacturer:

Brand:

Model:

Make:

Packaging:

Exit

**75 Plain Street Hopedale\_Opposition Signature List**

First Name	Last Name	Address			
Maria	Afonso	23 Park Street			
Sergio	Afonso	23 Park Street			
Jason	Afonso	23 Park Street			
Luke	Allegrezza	78 Adin St			
Robert	Babine	7 Bens Way			
Daniel	Beauchamp	321 S.Main St			
Lori	Beauchamp	321 S.Main St			
Tom	Bird	15 Bens Way			
Michelle	Bird	15 Bens Way			
Lauren	Bird	15 Bens Way			
Jon	Bulkley	2 Mellon St			
Alexandra	Burley	100 Laurelwood Dr			
Kevin	Burley	100 Laurelwood Dr			
Monica	Cantwell	10 Francis Rd			
Amy	Catalogna	5 Bens Way			
Matthew	Daelhousen	1 Richard Rd			
Meredith	Daelhousen	1 Richard Rd			
June	Daudelin-Gould	7 Richard Rd			
Ann	DeMattia	11 Richard Rd			
Adam	DeMattia	11 Richard Rd			
Deborah	Dowd	22 Oak Street			
Mark	Faron	7 Francis Road			
Lisa	Faron	7 Francis Road			
Maria	Ferreira	3 Francis Rd			
James	Foley	8 Bens Way			
Michael	Foley	8 Bens Way			
Morgan	Foley	8 Bens Way			
Beth	Fox	1 Mill Street			
Devon	Fox	1 Mill Street			
Claudia	Gardner	66 Neck Hill Road			
Gina	Gentile	9 Overdale Parkway			
Catherine	Gentile	9 Overdale Parkway			
Arlene	Glockner	1 Mill St			
Richard	Glockner	1 Mill St			
Julie	Guido	2 Mellen St			
Katherine	Harwick-Foley	8 Bens Way			
Lisa	Hodgon	92 Plain St			
Christine	Howard	2 Mellon St			
Robert	Hyland	4 Lloyd St			
Joanne	Hyland	4 Lloyd St			
David	Iacovelli	9 Taft Circle			
Eileen	Iacovelli	9 Taft Circle			
Christopher	Johnston	6 Mellen Street			
Diane	Julian	2 Bens Way			
Ronald	Julian	2 Bens Way			
Jason	Julian	2 Bens Way			
Sarah	Kastrinelis	7 Thayer St			
Eric	Kastrinelis	7 Thayer St			
Joseph	Kelley	30 Westcott Rd			
Sydney	Kelley	30 Westcott Rd			
Donna	Kennelly	8 Francis Rd			

John	Kennelly	8 Francis Rd				
Thomas	Lewis	17 Bens Way				
Heather	Lewis	17 Bens Way				
Lorenzo	Mancini	14 Bens Way				
Dante	Mancini	14 Bens Way				
Holly	Mantia	98 Plain St				
Chris	Mantia	98 Plain St				
Kevin	Marsh	5 Francis Rd				
Donna	Marsh	5 Francis Rd				
Theresa	Mazzarelli	10 Richard Rd				
Michael	Morais	21 Warfield St				
Emily	Morais	21 Warfield St				
Robert	Nehring Jr	12 Bens Way				
Susan	Nehring Jr	12 Bens Way				
Catherine	O'Connell	9 Bens Way				
Michael	O'Connell	9 Bens Way				
Maureen	Pagnini	78 Adin St				
Ronald	Pagnini	78 Adin St				
Lynne	Patton	101 Laurelwood Dr				
Sara	Pellegrini	35 Larkin Lane				
Russell	Poissant	4 Mellen St				
Robert	Reed Jr	10 Forest Path				
Linda	Reickert	20 Bens Way				
Jonathan	Romano	6 Richard Rd				
Monica	Russell	13 Richard Rd				
Jeanne	Russell	13 Richard Rd				
Carlton	Russell	13 Richard Rd				
Jamie	Schuller	2 Centennial St				
Denise	Sesona	11 Francis Rd				
Mark	Sesona	11 Francis Rd				
Cynthia	Shaner	66 Neck Hill Road				
William	Shaner	66 Neck Hill Road				
Garrett	Smith	14 Bens Way				
Susanna	Smith	14 Bens Way				
Joanne	Sparks	6 Thayer St				
Nicholas	Spinelli	10 Bens Way				
Nicole	Spinelli	10 Bens Way				
Kenneth	Spinelli	10 Bens Way				
Angela	Spinelli	10 Bens Way				
Bryan	Stone	21 Bens Way				
Colleen	Stone	21 Bens Way				
John	Sullivan	13 Bens Way				
Charlene	Sullivan	13 Bens Way				
Tara	Taglianetti-Chambers	13 Hopedale St				
Glenn	Tandy	9 Thayer St				
Teresa	Tandy	9 Thayer St				
Kathleen	Tarella	18 Bens Way				
Lisa	Terasconi	8 Richard Rd				
Dennis	Terasconi	8 Richard Rd				
Jean	Terasconi	8 Richard Rd				
Kevin	Wilson	2 Richard Rd				
Caroline	Wilson	2 Richard Rd				
Trevor	Wilson	2 Richard Rd				
Gerald	Wilson	2 Richard Rd				

Shelley	Zicolella	3 Mellen St				
Steven	Zuromski	15 Richard Rd				
Vicki	Zuromski	15 Richard Rd				
Allyson	Levesque	62 Neck Hill Road				
Donald	Levesque	62 Neck Hill Road				
Raymond	Paulk	19 Bens Way				
Darci	Mayzer	56 Box Pond Rd, Bellingham				
William	Hesert	56 Box Pond Rd, Bellingham				

December 20, 2021

Hopedale Planning Board  
Hopedale Zoning Board / Board of Appeals  
Hopedale Select Board  
Hopedale Water & Sewer Commission  
Hopedale Conservation Commission

Town Hall  
78 Hopedale Street  
Hopedale, MA 01747

Dear Members,

Please see the enclosed signed letters of opposition to the proposed warehouse on 75 Plain St/Rosenfeld. We sincerely hope that you take into account the undue disturbance that this warehouse will cause to the quality of life of these, and all residents, and support alternative future uses of this property that will better preserve the reasons we all chose to live in this wonderful community.

Respectfully,  
The 113 signing residents

CC. Town Administrator Diana Schindler

RECEIVED  
2021 DEC 20 P 2:16  
HOPEDALE TOWN CLERK

I respectfully urge the Hopedale Planning Board, Zoning Board of Appeals, Conservation Commission, Hopedale Water & Sewer Department, Select Board, Master Steering Committee, and any other involved parties in the Town of Hopedale to **oppose and reject the proposal by 75-131 Plain St LLC / GFI Partners to construct the proposed warehouse on the parcel located at the current Rosenfeld Concrete property located at 75 Plain St Hopedale.**

According to the Hopedale Zoning Bylaw 18.5(g), standards for approval require protection of adjoining property or the Town from any undue disturbance caused by excessive or unreasonable noise, smoke, vapors, fumes, dust, glare, etc. The location of the facility abuts multiple residential areas/properties that would, regardless of any proposed mitigation efforts, be negatively impacted by undue disturbance caused by its construction and ongoing operation including, but not limited to the following concerns:

**GENERAL:**

- **A facility of this size and scope, with expected operation indicated to be 24x7, will overwhelm the community at large and fundamentally change the character of the residential neighborhoods that it borders, as well as the town as a whole.** *Would the town be able to monitor and effectively enforce such a facility to ensure no undue disturbances? Enforcement would be after the fact and place a burden on the town's limited resources.*

**NOISE:**

- **A warehouse business will generate a relentless amount of noise that will have an adverse effect on the quality of life of the citizens of Hopedale and neighboring communities.** The tractor trailer traffic alone will generate substantial noise, as well as significant air pollution from the vehicles' exhaust. Undue noise disturbance can easily be anticipated due to normal operation, snow removal, audible OSHA alarms, idling, unloading, and backup alarms. This will adversely affect abutting resident's use of their property and enjoyment of their homes, adversely impact normal seasonal window opening, sleeping conditions, as well as disturb wildlife in the area. *Can anyone ensure that any amount of noise mitigation efforts will guarantee that no undue noise impacts will be felt such close abutters? If they fail, who will be responsible?*

**POLLUTION:**

- **Water quantity and quality concerns for Hopedale and the surrounding neighborhoods** has been a persistent problem and would likely be further impacted by the vast water requirements of a facility of this magnitude. According to Hopedale Zoning Bylaw 17.7(c)1, the proposal must in no way, during construction or thereafter, adversely affect the existing or potential quality or quantity of water that is available in the Groundwater Protection District. *How can it be ensured that a warehouse of this size will not impact the area residents currently on private water, as well as, the potential new town wells behind Ben's way? Are there guarantees if the proposed mitigation protections fail? Is the town willing to risk this sensitive environmental area?*
- The noise, traffic, lighting and drainage/runoff from the massive facility will have an adverse impact on the flora and fauna of the adjacent Mill River and operate on a **groundwater protection district and in conservation areas that Hopedale** has diligently sought to preserve.
- **Exhaust from diesel trucks is a known carcinogen.** EPA studies have shown that diesel fumes cause an increase to lifelong health problems, cause lung damage and difficulty breathing, and that children living near high levels of this pollution have a higher incidence of asthma and other respiratory illnesses. *Is Hopedale willing to put the children living near this site at risk?*

**TRAFFIC:**

- **Vehicle traffic into and out of the site will be a source of significant traffic congestion.** According to the proposal, the warehouse is expected to produce 1,072 daily vehicle trips on a typical weekday. Even with proposed traffic mitigation plans, area roads will see significant increase to traffic on already congested roads such as Plain Street, Mill Street, Neck Hill Road, Hartford Ave, and drivers will likely avoid backups by rerouting through other residential streets.
- **Truck traffic will approach the facility through intersections that already operate poorly and have been sites of vehicle accidents.** These roads are currently used by residents, are along school bus routes, and have already been a source of resident frustration because of issues caused by other area warehouse traffic (i.e Amazon traffic from Milford facility among others). Impact will stretch beyond the scope of the traffic study and impact Bellingham and Mendon.

There is no doubt that the proposal has been beautifully delivered by a team of professionals and touts a beautification of the property and a major source of income for the town... *but at what cost?* **The negative impacts of a warehouse of this size greatly outweigh any proposed benefits. Approving this project will create irreversible problems that the entire town of Hopedale will be dealing with for years to come.**

These issues are of extreme importance to us and many other town residents. Please help stop this from occurring, save our quaint town, save the health of yourselves and all Hopedale families. Favoring development in Hopedale is important but must be carefully considered to ensure that Hopedale only positively benefits from its presence in town.

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



December 10, 2021

Board of Selectmen  
Town of Hopedale  
78 Hopedale Street  
Hopedale, MA 01747

***Re: Programming Advisory***

Dear Chairman and Members of the Board:

As part of our ongoing commitment to keep you and our customers informed about changes to Xfinity TV services, we wanted to update you that on December 22, 2021 ACC Network will be added to the Expanded Basic, Sports & News, and Xfinity Latino Starter levels of service in your community.

Please feel free to contact me at [Catherine\\_Maloney@comcast.com](mailto:Catherine_Maloney@comcast.com) should you have any questions.

Very truly yours,

*Catherine Maloney*

Catherine Maloney, Sr. Manager  
Government Affairs