



The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

January 11, 2021

Robyn York
Library Director
Bancroft Memorial Library
50 Hopedale Street
Hopedale, MA 01747

RE: Bancroft Memorial Library, Hopedale, MA, (MPPF Contract), MPPF #4244

Dear Ms. York:

The Massachusetts Historical Commission is pleased to send you two contracts for your project. Please have Robert Reed, Town Administrator sign (and date) **the cover page and the Signature Verification Form** on both copies of the contract. Standard Contract Form Instructions are also included.

Please return both copies with original signatures to me as soon as possible. After the Legislative Director has signed the contracts, one copy will be returned to you. We ask that you review the contract, as you will be expected to comply with its terms. **Please note the effective start date of the contract is the date of the Legislative Director's signature.** After the contract has been executed you may proceed and award a contract to the selected (and approved by MHC) consultant or contractor.

Please refer to the Local Project Coordinators Manual for information to help you meet program requirements. We suggest that you make certain anyone who will have responsibility for the project and its documentation are familiar with this document and the Local Project Coordinators Manual.

We look forward to working with you toward the successful completion of your project. If you have any questions, please contact me or Ross W. Dekle, Preservation Planner at (617)727-8470.

Sincerely,

A handwritten signature in cursive script that reads "Nancy Maida".

Nancy Maida
Deputy State Historic Preservation Officer
Fiscal Manager/Co-Director Grants
Massachusetts Historical Commission

Enclosures

ATTACHMENT A
SCOPE OF SERVICES AND
ADDITIONAL TERMS AND CONDITIONS

Bancroft Memorial Library
50 Hopedale Street
Hopedale, MA 01747

Designed by Boston architect, C. Howard Walker, of the firm Walker and Kimball, the Bancroft Memorial Library was constructed in 1898 in the Romanesque Revival style as a one-story brick structure on a raised basement with a cross-gable slate roof. Made of pink Milford granite trimmed in white ashlar, the library is roughly T-shaped in footprint and consists of two gabled rectangular blocks. Walker designed the library after the Gothic Chapel of Merton College in Oxford, England.

From the time of its construction, the Bancroft Memorial Library has served as the Town of Hopedale's public library and been in continuous service since its dedication on December 14, 1899. Joseph Burbier Bancroft, vice-president of manufacturing of the Draper Company, had the library built for the town in 1898 as a tribute to his wife, Sylvia Willard Thwing Bancroft, who died prior to the completion of the construction. The library was dedicated to her memory. At the time of the dedication, Joseph Bancroft transferred ownership of the library to the Town of Hopedale for one dollar. His daughter, Anna M. Bancroft, was named the first librarian of the Bancroft Memorial Library.

In February 1999, the Bancroft Memorial Library was individually listed in the National Register of Historic Places and is also a contributing building to the Hopedale Village National Register Historic District. In December of 1999, the Town of Hopedale received a special state appropriation for the conservation of the Statue of Hope Fountain located on the side lawn of the Bancroft Memorial Library. In 2004, the Town received a Round 9 MPPF grant, to help pay for the restoration of the Library's leaded glass windows.

Description of Work

The proposed scope of the current grant-assisted roof work includes:

- 1) replace lead counter-flashing at coping stones and chimneys
- 2) replace copper valleys, with new ice & water barrier beneath
- 3) repair/replace associated roof slates as needed at valleys
- 4) install lead t-caps on upward-facing joints in the coping stones
- 5) replace copper gutters & downspouts
- 6) install a new drywell on the grounds

ATTACHMENT A - CONTINUED

Additive alternate includes:

- 1) replace asphalt shingle roof on entry porch roof.

Per Plans and Specifications described as and incorporated by reference:

Specifications:

The following specifications included in the *BANCROFT MEMORIAL LIBRARY, 50 Hopedale Street, Hopedale, Massachusetts, Project Manual for Roof Repairs & Restoration*, prepared by Spencer, Sullivan & Vogt, Inc., 1 Thompson Square, Suite 504, Charlestown, MA 02129 and dated January 6, 2021. Refer to contract document MPPF #4244, Document No. 01, Contract Date: See Effective Date.

DOCUMENT 00 01 10 - TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 10	Table of Contents	00 01 10-1 thru 00 01 10-2
00 11 16	Invitation to Bid	00 01 16-1 thru 00 01 16-3
	e-Bid Instructions to Bidders	6 Pages
	Tutorial #1 e-Bidding Registration Instructions	3 Pages
00 21 13	Instructions to Bidders	00 21 13-1 thru 00 21 13-6
00 41 00.10	Form of General Bid	2 Pages
00 41 00.20	Unit Prices Form	2 Pages
00 52 00	Agreement	00 52 00-1
	Sample Contract	25 Pages
00 85 00	Excerpts from Applicable State Law	00 85 00-1 thru 00 85 00-15
	Prevailing Wage Rates	38 Pages
00 90 00	Available Project Information	00 90 00-1
	Limited Hazardous Building Materials Inspection Report	21 Pages

DIVISION 01 - GENERAL REQUIREMENTS

01 02 50	Unit Prices	01 02 50-1 thru 01 02 50-2
01 03 00	Alternates	01 03 00-1
01 11 00	Summary of Work	01 11 00-1 thru 01 11 00-3
01 25 00	Substitution Procedures	01 25 00-1 thru 01 25 00-3
01 26 00	Contract Modification Procedures	01 26 00-1 thru 01 26 00-2
01 29 00	Payment Procedures	01 29 00-1 thru 01 29 00-4
01 31 00	Project Management and Coordination	01 31 00-1 thru 01 31 00-5
01 33 00	Submittal Procedures	01 33 00-1 thru 01 33 00-7
01 35 91	Historic Treatment Procedures	01 35 91-1 thru 01 35 91-6
01 50 00	Temporary Facilities and Controls	01 50 00-1 thru 01 50 00-4
01 52 00	Staging, Lifts, and Access.....	01 52 00-1 thru 01 52 00-2

ATTACHMENT A - CONTINUED

01 60 00	Product Requirements	01 60 00-1 thru 01 60 00-5
01 73 00	Execution	01 73 00-1 thru 01 73 00-6
01 77 00	Closeout Procedures	01 77 00-1 thru 01 77 00-3

DIVISION 02 – EXISTING CONDITIONS AND SITE

02 90 00	Planting Soils	02 90 00-1 thru 02 90 00-13
02 95 00	Lawn Restoration	02 95 00-1 thru 02 95 00-11

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07 31 13	Asphalt Shingles	07 31 13-1 thru 07 31 13-6
07 31 26	Slate Roofing	07 31 26-1 thru 07 31 26-6
07 61 00	Sheet Metal Roofing and Flashing	07 61 00-1 thru 07 61 00-9

• END OF DOCUMENT •

Plans:

The following plans are included in the ***BANCROFT MEMORIAL LIBRARY – ROOF RESTORATION PROJECT, 50 Hopedale Street, Hopedale, MA 01747, BID SET*** prepared by Spencer, Sullivan & Vogt, Inc., 1 Thompson Square, Suite 504, Charlestown, MA 02129 and dated January 6, 2021. Refer to contract document MPPF #4244, Document No. 02, Contract Date: See Effective Date.

LIST OF DRAWINGS

A-000	TITLE SHEET
A-1	ROOF PLAN & DETAILS
A-2	EXTERIOR ELEVATIONS

Special Conditions:

- 1) **Documentation of Contractor Employment Statistics:** The grant recipient is required to compile total hours worked (general contractor plus sub-contractors, combined) including construction management (foreman) and excluding architect's hours. This total number of hours should be reported in the "Project Completion Report, Section V, Documentation of Job Creation Statistics & Other Special Conditions" as described in the guidelines attached hereto as "Attachment C."

Hereafter the Contractor (grant recipient) shall be referred to as the "Grantee."

The Department (Massachusetts Historical Commission) and the Grantee also agree to the following terms:

ATTACHMENT A - CONTINUED

1. Standards of Work: The Grantee agrees that the performance of work and services under this Agreement shall conform to high professional standards in accordance with the Secretary of the Interior's Standards for Archaeology and for the Treatment of Historic Properties.

2. Preservation Restriction: The Grantee agrees to execute and record a Preservation Restriction for the subject property in a form satisfactory to the Commission. This will provide for the maintenance and administration of the Property and, where applicable, shall include a public benefit clause, including public access, or other special provisions. The Grantee will record the preservation restriction and provide the Massachusetts Historical Commission with a copy of the fully executed and duly recorded restriction. The Grantees shall hold the Massachusetts Historical Commission harmless of any and all legal costs related to the execution and recording of the Preservation Restriction. In instances where the Grantee does not have clear title to the property, the Grantee shall cause the Preservation Restriction to be executed by any and all persons having or claiming to have an interest therein. The Grantee understands that the Preservation Restriction shall run with the land and is intended to be binding upon all future owners for the term of the Restriction, and is a condition of the transfer of any Massachusetts Preservation Project Fund grant award.

3. Acknowledgment of Commonwealth Assistance: The Grantee shall post a sign made to MHC specifications for size, material and color on the Property in a conspicuous location, approved by the Massachusetts Historical Commission, acknowledging funding assistance in a form as follows:

This Property, which is listed on the State Register of Historic Places, has received a matching grant from the Massachusetts Preservation Projects Fund through the Massachusetts Historical Commission, Secretary of the Commonwealth, William Francis Galvin, Chairman.

The sign shall remain in place from the commencement of work on the project until the final payment on the project to the Grantee from the Commission. In addition, any publications, exhibits, public announcements, news releases, or presentations related to the Project shall acknowledge state assistance as follows:

This Project has been funded with the assistance of matching funds from the Massachusetts Historical Commission, a division of the Office of the Secretary of the Commonwealth, William Francis Galvin, Secretary.

4. Notification: The Grantees agrees to promptly notify the Massachusetts Historical Commission should the following conditions become known:

ATTACHMENT A - CONTINUED

a) Problems, delays or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules or preclude the completion of attained work;

b) The need for adjustment to the approved budget.

5. Notice: Persons to receive any notice as specified in section 4 shall be the Project Manager, Massachusetts Historical Commission, 220 Morrissey Boulevard, Boston, MA 02125, and the Chair, Board of Selectmen, Mayor, Town Manager, Executive Director, etc. (whichever applies) of the Grantee.

6. Preservation Consultant: The Grantee shall retain one or more preservation consultants whose professional qualifications have been approved by the Commission prior to the commencement of work on the Project. The Recipient shall enter into a contract with the preservation consultant whereby the consultant shall be responsible for preparing the project documentation, monitoring work during the project, and certifying work during and at the completion of the project.

7. Project Completion Report: The Grantee shall submit to the Commission a Project Completion Report ("the Report") within thirty (30) days of the last day of the Performance Period. The Report shall be in accordance with the "Completion Report" guidelines attached hereto as "Attachment C."

8. Independent Contractor: Grantee is an independent contractor and not an employee or agent of Department. The Grantee shall be as fully responsible to the Massachusetts Historical Commission for the acts and omissions of its subcontractor, including the preservation consultant, and/or persons directly employed by them as it is for acts and omissions of persons directly employed by it. Department shall not be obligated under any contract, subcontract or commitment made by Grantee.

**ATTACHMENT B
APPROVED EXPENDITURES FOR**

Bancroft Memorial Library
50 Hopedale Street
Hopedale, MA 01747

SUMMARY OF FUNDING SOURCES

State Share:	\$55,000
Grantee Share:	\$55,000

TOTAL PROJECT COST **\$110,000**

OVERALL PROJECT COST ESTIMATE

Div. 1 - General Conditions	\$36,087
Div. 2 - Site Construction	\$10,000
Div. 7 Thermal & Moisture Protection	<u>\$240,872</u>
Base Bid Total	<u>\$286,959</u>
Alternates:	
Add Alternate 1 - Div. 7 - Thermal & Moisture Protection	<u>\$5,800</u>

OVERALL PROJECT COST ESTIMATE **\$292,759**

Some MPPF projects are a component of a larger Overall Project with cost estimates that exceed the MPPF Project Cost.

Payment Schedule:

In accordance with this Agreement, the Commission will pay to the Grantee funding in the amount of FIFTY-FIVE THOUSAND dollars (\$55,000.00). Disbursement of funds may be in two payments of TWENTY-SEVEN THOUSAND FIVE HUNDRED dollars (\$27,500.00) each.

The first matching payment of TWENTY-SEVEN THOUSAND FIVE HUNDRED dollars (\$27,500.00) may be requested after FIFTY-FIVE THOUSAND dollars (\$55,000.00) of allowable costs have been incurred with invoices and canceled checks documenting that the Grantee has paid for the incurred allowable costs.

The final payment of TWENTY-SEVEN THOUSAND FIVE HUNDRED dollars (\$27,500.00) will be made after ONE HUNDRED TEN THOUSAND dollars (\$110,000.00) of allowable costs have been incurred with invoices documenting the incurred allowable costs and the Project has been completed in accordance with the provision of Attachment A - Scope of Services, Attachment B - Approved Expenditures, and Attachment C - Project Completion Report.

Both payments require Commission approval.

No matching funds will be released unless, procurement documents, recorded Preservation Restriction, and Endowment Fund materials, if applicable, are received and on file at the Massachusetts Historical Commission.

ATTACHMENT C

PROJECT COMPLETION REPORT

In order to warrant a project complete for release of final payment, the Massachusetts Historical Commission requires a Project Completion Report and documentation of cost expenditures. The report and documentation should be submitted as **one (1) original with original photos and one (1) photocopy of the report or preferably, one report printed from a color printer.**

The "closing out" of some grants has been delayed because reports and financial documentation have been inadequate resulting in delay of final payment. This section is intended to clarify project completion requirements. Please read it carefully and contact a member of the grants staff if you have any questions.

Please be familiar with your contractual requirements pertaining to project period, scope of work, approved budget, plans and specifications, any special conditions. Please use the following Completion Report format found within the Local Project Coordinators' Manual (an electronic version of the formatting example is available; please contact your grants project manager):

Cover Sheet:

Completion Report Summary or Title Page:

Section I: Comparative Budget and Financial Documentation

A line-by-line comparison of the projected versus actual must be included using the form from the LPC Manual. Please describe any major line item differences by comparing projected costs (as shown in the contract) to actual costs (completed work).

The actual project cost must be supported by adequate financial documentation. This generally consists of photocopies of signed and certified itemized invoices or requisitions along with copies of related cancelled checks (both sides of the check) or bank statements.

Municipalities may submit city or town warrants in lieu of cancelled checks. Invoices must be sufficiently detailed to verify applicability to this project. Similarly, cancelled checks must be labeled to demonstrate their relationship to the invoice.

A neatly organized summary of these actual expenditures keyed to the line items shown on the approved project budget is a good way to present this information.

Remember that work accomplished and paid for outside the project scope and budget shown in your contract is not eligible for matching funds.

ATTACHMENT C - CONTINUED

Any changes in the approved work items, cost projections or time schedule must be adequately explained with evidence of prior MHC approval noted and described for such changes (please see section on Changes to Approved Projects in the LPC Manual).

Section II: Public Benefit Statement

Please use MHC form.

Section III: Job Creation Statistics & Other Special Conditions

Compile the total hours worked (general contractor plus sub-contractors, combined), including construction management and administration, but excluding architect's hours.

If the work included other Special Conditions, describe what they were and how they were achieved. Special Conditions can be found in Attachment A of your MHC contract.

Section IV: Narrative Description of the Project Work and Photos

- a. **Introduction:** Give a brief history of the Property.
- b. **Use of Property:** Explain how the Property has been used, both before and after the grant work.
- c. **Project Description:** It is preferable to provide a clear, detailed description of each of the major work items performed as listed in the project budget. The description may be a couple of paragraphs for simple activities with more complex work requiring a page or more.

Note conditions before, during, and at completion by the work and budget categories. Include, if applicable, information on test results or special research studies such as paint, mortar, masonry cleaning or other materials analyses, or archaeology work. Please comment on products and materials, and the performance of the contractors, consultants, and architect/engineer. You should explain any problems, delays, adverse conditions or favorable developments. Also, please describe any concurrent work outside the scope of the MHC-funded project.

- d. **Photographs:** A representative selection of before, during and after photos (preferably from the same orientation) as well as a photo of the installed project sign are required. High quality digital images should be 300 dpi or higher and at least 800x600 pixels. Color images can be printed onto high-quality photo paper or made into 4" x 6" prints and inserted into plastic photo sleeves. Either way, the photos should be numbered, have captions, and **keyed into the text of the report wherever possible**. For archival purposes, digital images should be printed using the same manufacturer of printer, paper,

ATTACHMENT C - CONTINUED

and inks. Images can also be incorporated into the text. With this option, the narrative can be printed using a color printer and standard paper, however, a set of actual 4" x 6" prints, in plastic sleeves, of the embedded images will also be required with the original copy of the report.

Along with the photos identified above, submit two 8" x 10" facade views, from different angles, for the completed project and a flash drive or cd (non-generic cd, in a jewel case) containing the images used in the report. The second copy of the report may be a high-quality photocopy of the original report and photos or preferably, a print out from a color printer. Please contact your MHC project manager if you have any questions regarding the photographic requirement. Photos submitted with the original application may be reused as part of the Completion Report.

Section V: MHC Site Visit Comments

These will be added by MHC staff.

Appendices:

Required:

- a. **Project Supervisor Certification:** Submit written certification on the firms' letterhead, signed by the approved preservation professional who supervised project work. The certification must include the following statement: **"The project was accomplished according to the plans and specifications approved by the Commission as described in the project contract and met the Secretary of Interior's *Standards for the Treatment of Historic Properties (with Guidelines for the Treatment of Cultural Landscapes.)*"**
- b. **List of Project Participants:** Submit a list of design professionals, (i.e. architects, engineers, and consultants), and contractors, (both general and sub-contractors), who were involved in this project. Include firm and contact names, addresses, telephone and fax numbers, e-mail addresses, and websites indicating their responsibility for the project work.
- c. **MHC Inventory Form:** Complete the MHC Inventory Form B – Building (if applicable). Project involving monuments, archaeological or cultural landscapes should consult with MHC staff to obtain the appropriate form. Electronic versions of the inventory forms are available for download from the MHC website. Please contact your MHC project manager for a copy of the instructions. The photograph requirement for this form is a 3-1/2" x 5" or 4" x 6" color (digital image printed in the archival format) photo of the property (after work has been completed). **If an up-to-date Inventory Form is not currently on file at the MHC, it must be updated and submitted with the Completion Report.**

ATTACHMENT C - CONTINUED

- d. **Preservation Restriction:** Submit a copy of the recorded Preservation Restriction, showing the registry stamped book and page number.

Optional:

- e. **Paint or Mortar Analysis:** Submit a copy of the historic paint analysis, and/or the mortar analysis, if they were required by your MHC contract. Mortar analysis should include mortar recipe(s). The copy of the Completion Report containing the original photographs should also include an original copy of the historic paint analysis, with color photos and paint chips.
- f. **Product Submittal Information:** Submit copies of product literature for specialized products used in this project.
- g. **Miscellaneous:** You may submit added information, such as newspaper clippings about the project, or copies of meeting minutes, etc.



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

INSTRUCTIONS

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.

NEW CONTRACTS (Left Side of Form):

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.

CONTRACT AMENDMENT (Right Side of Form)

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.

COMMONWEALTH TERMS AND CONDITIONS

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.

COMPENSATION

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.

PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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.

ANTICIPATED START DATE

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.

CONTRACT END DATE

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.

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

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.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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



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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.



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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 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.

EXECUTIVE ORDERS

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.



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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.

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/osd-forms>. Forms are also posted at OSD Forms: <https://www.macomptroller.org/forms>.

CONTRACTOR LEGAL NAME: Town of Hopedale (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code: SEC/MHC	
Legal Address: (W-9, W-4): 78 Hopedale Street, P.O. Box 7, Hopedale, MA 01747		Business Mailing Address: State Archives Bldg., 220 Morrissey Blvd., Boston, MA 02125	
Contract Manager: Robyn York, Library Director	Phone: 508-634-2209	Billing Address (if different):	
E-Mail: ryork@cwmmars.org	Fax: NA	Contract Manager: Paul A. Holtz, Historical Architect	Phone: 617-727-8470
Contractor Vendor Code: VC6000191835		E-Mail: paul.holtz@sec.state.ma.us	Fax: 617-727-5128
Vendor Code Address ID (e.g. "AD001"): AD____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number:	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (Includes 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 <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to 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			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ 55,000.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (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.) Bancroft Memorial Library (FY 21-Round 26) – Grant funding will assist with paying for comprehensive replacement of flashing, gutter and valley assemblies, along with related slate repairs and the installation of a drywell. Alternate for replacing asphalt shingle roof on porch. Please see Attachment A. RD 12/23/2020			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2021 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor 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.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Robert Reed</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>John Rosenberry</u> Print Title: <u>Legislative Director</u>	

CONTRACTOR AUTHORIZED SIGNATURE VERIFICATION FORM

Individuals: Individuals have two options to verify signature authorization:

1. **Official Sample of Signature.** Signature verification may be accomplished by submitting a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature, **OR**
2. **Notarization.** In the alternative, the Bidder can have their signature notarized in the space below.

Corporations. Corporations have two options to verify signature authorization.

1. **Authorization and Clerk Certification:** The Corporate Clerk may certify in the space below that they have witnessed the authorized signatory's signature (made in the Clerk's presence) **AND** that the signatory is authorized to execute contracts and other documents and legally bind the corporation. (**NOTE:** Clerks may not self-certify if they act as Clerk and as an authorized signatory. Alternative documentation should be submitted); **OR**
2. **Authorization and Official Sample of Signature or Notarization** (Complete both "a." and "b." below)
 - a. **Authorization.** The Bidder may attach a copy of a board of directors vote stating that each signatory is authorized to execute contracts and other documents and legally bind the corporation, **AND:**
 - b. **Official Sample of Signature or Notarization. (Select one option)**
 - **Official Sample of Signature.** Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing an example of the authorized signatory's signature, **OR**
 - **Notarization.** Have each of the signatory's signature notarized (made in a notary's presence) below.

Partnership or Other Entities

1. **Authorization.** Attach documentation for each signatory of authorization to execute contracts and other documents and legally bind the partnership or other entity, **AND**
2. **Official Sample of Signature or Notarization: (Select one option)**
 - a. **Official Sample of Signature.** Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature; **OR**
 - b. **Notarization.** Have their signature notarized in the space below.

THIS SECTION IS FOR NOTARIZATION OR CORPORATE CLERK CERTIFICATION

PRINT SIGNATORY'S FULL LEGAL NAME: Robert Reed, Town Administrator

SIGNATURE: (as it will appear on documents) _____

(NOTARY) I, _____ as a notary public certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory on behalf of the Bidder, and the individual's identity was verified, on this date: _____, 20____. My commission expires on: _____

OR

(CORPORATE CLERK) I, _____ as corporate clerk of the Bidder/Contractor certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory and the signatory is authorized to execute contracts and other instruments and legally bind the Bidder/Contractor. This date: _____, 20____.

AFFIX CORPORATE SEAL OR NOTARY SEAL HERE:

