

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osc under OSD Forms.

CONTRACTOR LEGAL NAME: TOWN OF BELLINGHAM		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 10 MECHANIC ST BELLINGHAM MA 02019-3150		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Carolyn Roycroft		Billing Address (if different):	
E-Mail: croycroft@bellinghamma.org		Contract Manager: Stacey O'Connell	
Phone: 508-966-0398; Fax:		E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000191715		Phone: 1-617-222-7419 Fax: 1-617-727-9368	
Vendor Code Address ID (e.g. "AD001"): AD001. Note: The Address ID Must be set up for EFT payments.)		MMARS Doc ID(s): FY18COABellingham000	
		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$_____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$27,506.35			
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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2017 – 6/30/2018. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>1.</u> may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>2.</u> may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X 3.</u> were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>3/5/2018</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Denis Flaine</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>3/22/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Regan Connolly</u> Print Title: <u>Director of Accounting and Contracting</u>	

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CONTRACTOR LEGAL NAME: TOWN OF BERKLEY		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C) 1 N MAIN ST BERKLEY MA 02779-1336		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Donna L. Benoit		Billing Address (if different):	
E-Mail: councilonaging@berkleyma.us		Contract Manager: Stacey O'Connell	
Phone: 508-821-3105	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000191719		Phone: 1-817-222-7410	Fax: 1-817-727-9366
Vendor Code Address ID (e.g. "AD001"): AD001		MMARS Doc ID(s): FY18COABerkley000000	
Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment _____, 20____. Enter Amendment Amount: \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
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COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new Total</u> if Contract is being amended). \$8,691.00			
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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
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ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ____ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ____ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☒ 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>2/26/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Alan C. Costello</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>3-5-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Accounting & Contracting</u>	

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B-7

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF CHESTERFIELD		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 422 MAIN RD CHESTERFIELD MA 01012-9708		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Jan Gibeau		Billing Address (if different):	
E-Mail: coa@townofchesterfield.com		Contract Manager: Stacey O'Connell	
Phone: 413-296-4007	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000191751		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001		MMARS Doc ID(s): FY18COAchesterfield0	
Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$_____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$4,988.95			
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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
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ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ___ 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. <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , 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 <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>3/5/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Robert W. Recos</u> Print Title: <u>Select Board, Vice Chair</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>3-12-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Heagy Connolly</u> Print Title: <u>Director of Accounting and Contracting</u>	

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C-12

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF CLARKSBURG		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 111 RIVER RD CLARKSBURG MA 01247-2147		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Lily M. Kuzia		Billing Address (if different):	
E-Mail: coeclarksburg@verizon.net		Contract Manager: Stacey O'Connell	
Phone: 413-663-8253	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000191753		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001. Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY18COAClarksburg000	
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ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Carl W. McKenney</u> Date: <u>3-5-2018</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>CARL W. MCKENNEY</u> Print Title: <u>TOWN ADMINISTRATOR</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Stacey O'Connell</u> Date: <u>3-22-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Accounting and Contracting</u>	

C-15

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF CONWAY		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): PO BOX 240 CONWAY MA 01341-0240		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Patricia Ann Lynch		Billing Address (if different):	
E-Mail: patricia.lynch@earthlink.net		Contract Manager: Stacey O'Connell	
Phone: 413-369-4284	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000191759		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001. Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY18COAConway0000000	
		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$_____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$3,876.75			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2017 - 6/30/2018. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☒ 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>2/26/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>JOHN P. O'ROURKE</u> Print Title: <u>CHAIRMAN, BOARD OF SELECTMEN</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>3-5-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Reggy Connolly</u> Print Title: <u>Private Accounting and Contracting</u>	

C-20

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms, or www.mass.gov/osc under OSD Forms.

CONTRACTOR LEGAL NAME: TOWN OF DENNIS		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 485 MAIN ST SOUTH DENNIS MA 02660-3600		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Taylor Cobb		Billing Address (if different):	
E-Mail: dthompson@town.dennis.ma.us		Contract Manager: Stacey O'Connell	
Phone: 508-385-5067	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000191768		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s): FY18COADennis0000000	
Note: The Address ID Must be set up for EFT payments.)		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended), \$57,159.67			
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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2017 - 6/30/2018. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ____ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ____ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Elizabeth Sullivan</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: <u>3-12-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Regan Connolly</u> Print Title: <u>Director of Accounting and Contracting</u>	

D-6

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF EDGARTOWN		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 70 MAIN ST EDGARTOWN MA 02539-8238		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Paul Mohair		Billing Address (if different):	
E-Mail: pmohair@edgartown-ma.us		Contract Manager: Stacey O'Connell	
Phone: 508-627-4368	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000191784		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s): FY18COAEdgartown0000	
Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$_____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended), <u>\$9,302.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2017 – 6/30/2018. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ____ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ____ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Paul M. Mohair</u> Date: <u>2-12-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Paul M. Mohair</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Stacey O'Connell</u> Date: <u>3-12-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Accounting and Contracting</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: CITY OF EVERETT		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4,T&C): 484 BROADWAY EVERETT MA 02149-3694		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Dale Palma		Billing Address (if different):	
E-Mail: dale.palma@ci.everett.ma.us		Contract Manager: Stacey O'Connell	
Phone: 617-394-2323	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000192088		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s): FY18COAEverett000000	
Note: The Address ID Must be set up for EFT payments.)		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 ____ Enter Amendment Amount: \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$36,984.47			
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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2017 - 6/30/2018. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ____ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ____ 2. may be incurred as of _____, 20 ____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>03/28/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Carla D. Marie</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>4-17-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Accounting and Contracting</u>	

EM

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF FALMOUTH		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 340 TEATICKET HWY TEATICKET MA 02536-6527		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Jill Irving Bishop		Billing Address (if different):	
E-Mail: jlbishop@falmouthmass.us		Contract Manager: Stacey O'Connell	
Phone: 508-540-0196	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000191790		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s): FY18COAFalmouth00000	
Note: The Address ID must be set up for EFT payments.)		RF/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) Contract Employee (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$105,313.00			
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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2016 - 6/30/2018. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ____ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ____ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Julian Suso</u> Date: <u>3/1/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Julian Suso</u> Print Title: <u>Town Manager</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Regina Connelly</u> Date: <u>3-12-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Regina Connelly</u> Print Title: <u>Director of Accounting and Contracting</u>	

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: CITY OF LYNN		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4,T&C): 3 CITY HALL SQ STE 204 LYNN MA 01901-1028		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Stacey Minchello		Billing Address (if different):	
E-Mail: sminchello@glls.net		Contract Manager: Stacey O'Connell	
Phone: 978-582-4166	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC 6000192109		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s): FY18COALynn000000000	
Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$140,485.00			
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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2017 – 6/30/2018. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ____ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ____ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: <u>X: [Signature]</u> Date: <u>3-9-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Thomas M H Gree</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: <u>X: [Signature]</u> Date: <u>3/22/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Accounting and Contracting</u>	



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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CONTRACTOR LEGAL NAME: CITY OF MELROSE		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4,T&C): PO BOX 56 MELROSE MA 02176-0901		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Dawn Folopoulos		Billing Address (if different):	
E-Mail: dfolopoulos@cityofmelrose.org		Contract Manager: Stacey O'Connell	
Phone: 508-533-3210	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000192116		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s): FY18COAMelrose000000	
Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$_____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$57,996.00			
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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2017 – 6/30/2018. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ____ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ____ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Gail M Infurna</u> Date: <u>3/5/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Gail M Infurna</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Stacey O'Connell</u> Date: <u>3-12-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Accounting and Contracting</u>	

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF MIDDLETON		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 48 S MAIN ST MIDDLETON MA 01949-2253		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Susan J. Gannon		Billing Address (if different):	
E-Mail: Susan.gannon@miltonma.gov		Contract Manager: Stacey O'Connell	
Phone: 413-623-8968 Fax:		E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000191884		Phone: 1-617-222-7419 Fax: 1-617-727-9368	
Vendor Code Address ID (e.g. "AD001"): AD001. Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY18COAMiddleton0000	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter <u>Current Contract End Date</u> <u>Prior</u> to Amendment: _____, 20____. Enter <u>Amendment Amount:</u> \$_____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$16,238.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <u>accelerated</u> 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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2017 – 6/30/2018. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ____ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ____ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>3/15/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>ANDREW J. SHERRILL</u> Print Title: <u>TOWN ADMINISTRATOR</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: <u>4-17-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Aging, Disability and Contracting</u>	



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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CONTRACTOR LEGAL NAME: CITY OF NEWTON		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 1000 COMMONWEALTH AVE NEWTON MA 02459-1400		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Jayne Colino		Billing Address (if different):	
E-Mail: jcolino@newtonma.gov		Contract Manager: Stacey O'Connell	
Phone: 978-462-8650	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000192120		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s): FY18COANewton0000000	
Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$180,769.00			
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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2016 - 6/30/2018. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Ruthanne Fuller</u> Date: <u>3/12/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Ruthanne Fuller</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Stacey O'Connell</u> Date: <u>3-12-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Accounting and Contracting</u>	

Approved as to Legal Form & Character

Acting City Solicitor

4-12

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF OAKHAM		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): PO BOX 57 OAKHAM MA 01068-0057		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Lucy Tessnau		Billing Address (if different):	
E-Mail: coa@oakham-ma.gov		Contract Manager: Stacey O'Connell	
Phone: 508-882-3358	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000191927		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001. Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY18COAOakham0000000 RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended), \$5,000.00			
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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
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ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
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CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Dana Couture</u> Date: <u>3/8/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Dana Couture</u> Print Title: <u>Admin Assistant</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Stacey O'Connell</u> Date: <u>3-22-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Accounting and Contracting</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF RANDOLPH		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 41 S MAIN ST - TREASURER RANDOLPH MA 02368-4839		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Marc Craig		Billing Address (if different):	
E-Mail: mcraig@randolph-ma.gov		Contract Manager: Stacey O'Connell	
Phone: 781-961-0930	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000191951		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s): FY18 COARandolph00000	
Note: The Address ID Must be set up for EFT payments.)		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$_____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
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COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract.</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended): \$60,276.00			
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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2018 - 6/30/2019. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ____ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ____ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>3/2/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Murphy</u> Print Title: <u>Town Manager</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>3-22-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Accounting and Contracting</u>	

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R-1

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF ROYALSTON		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4,T&C): PO BOX 1 ROYALSTON MA 01368-0001		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Betty Woodbury		Billing Address (if different):	
E-Mail:		Contract Manager: Stacey O'Connell	
Phone: 978-249-9656	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000191963		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s): FY18COARoyalston0000	
Note: The Address ID must be set up for <u>EFT</u> payments.)		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended): <u>\$5,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting <u>accelerated</u> 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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2017 – 6/30/2018. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: x: <u>[Signature]</u> Date: <u>3-14-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Christina Ross</u> Print Title: <u>Chair, Royalston Select Board</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: x: <u>[Signature]</u> Date: <u>3-22-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Accounting and Contracting</u>	

R-12

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF SANDISFIELD		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): PO BOX 154 SANDISFIELD MA 01255-0154		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Linda Riska		Billing Address (if different):	
E-Mail: sandisfieldcoe@hotmail.com		Contract Manager: Stacey O'Connell	
Phone: 413-258-4215	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000191967		Phone: 1-617-222-7419	Fax: 1-617-727-9388
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s): FY18COASandisfield00	
Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$5,000.00			
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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
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ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>1.</u> may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>2.</u> may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X 3.</u> were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Fred Ventresca</u> Date: <u>3/5/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Fred Ventresca</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Stacey O'Connell</u> Date: <u>3-22-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Accounting and Contracting</u>	

PC

S3

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF SAVOY		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 720 MAIN RD SAVOY MA 01256-9387		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Gloria Ruebesam		Billing Address (if different):	
E-Mail: coasavoy@gmail.com		Contract Manager: Stacey O'Connell	
Phone: 413-743-2542	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000191970		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001. Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY18COASavoy00000000	
		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 ____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
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COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$5,000.00			
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ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☐ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☐ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☒ 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>3/20/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>John T. NAY</u> Print Title: <u>Select Board Chair</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>4-12-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Reggy Connolly</u> Print Title: <u>Director of Accounting and Contracting</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF SEEKONK		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 100 PECK ST SEEKONK MA 02771-5116		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Bernie Huck		Billing Address (if different):	
E-Mail: bhuck@seekonk-ma.gov		Contract Manager: Stacey O'Connell	
Phone: 508-336-8772 Fax:		E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000191972		Phone: 1-617-222-7419 Fax: 1-617-727-9368	
Vendor Code Address ID (e.g. "AD001"): AD001. Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY18COASeekonk000000	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$_____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
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ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ____ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ____ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: <u>X</u> <u>Bruce N. Alexander</u> Date: <u>3/14/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Bruce N. Alexander</u> Print Title: <u>Finance Director</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: <u>X</u> <u>Stacey O'Connell</u> Date: <u>3-5-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Accounting and Contracting</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF SHREWSBURY		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 100 MAPLE AVE, SHREWSBURY MA 01545		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Sharon Yager		Billing Address (if different):	
E-Mail: syager@shrewsburyma.gov		Contract Manager: Stacey O'Connell	
Phone: 508-841-8640	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000191878		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s): FY18COASHrewsbury000	
Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$54,933.21			
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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L.c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2017 – 6/30/2018. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ____ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ____ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☒ 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (Incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>4/2/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Yager</u> Print Title: <u>Town Manager</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: <u>4-17-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Accounting and Contracting</u>	

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Sent 2/15/18



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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CONTRACTOR LEGAL NAME: TOWN OF STONEHAM		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 35 CENTRAL ST STONEHAM MA 02180-2055		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Maureen Canova		Billing Address: (if different):	
E-Mail: mcanova@ci.stoneham.ma.us		Contract Manager: Stacey O'Connell	
Phone: 781-279-2805	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC 6000191992		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001. Note: The Address ID Must be set up for EFT payments.)		MMARS Doc ID(s): FY18COASStoneham00000	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$_____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): <u>\$52,089.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2017 - 6/30/2018. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ____ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ____ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Thomas G. Leung</u> Date: <u>2/17/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Thomas G. Leung</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Stacey O'Connell</u> Date: <u>3-12-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Accounting and Contracting</u>	

MAUREEN CANOVA
Director, COA

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5-27

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF SUDBURY		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 278 OLD SUDBURY RD SUDBURY MA 01776-1843		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Debra Galloway		Billing Address (if different):	
E-Mail: gallowayd@sudbury.ma.us		Contract Manager: Stacey O'Connell	
Phone: 978-443-3055	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000191996		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001. Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY18COASudbury000000	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$_____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$28,564.86			
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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2017 – 6/30/2018. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ____ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ____ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: x: <u>M. Murphy-Rodrigues</u> Date: <u>3-14-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Melissa Murphy-Rodrigues</u> Print Title: <u>TOWN MANAGER</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: x: <u>Debra Galloway</u> Date: <u>3-12-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Debra Galloway</u> Print Title: <u>Director of Accounting and Contracting</u>	

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S-31

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF WENDELL		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 270 WENDELL DEPOT RD WENDELL MA 01379-7916		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Nancy Spittle		Billing Address (if different):	
E-Mail: ncspittle@gmail.com		Contract Manager: Stacey O'Connell	
Phone: 978-544-6760	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000192031		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s): FY18COAWendell000000	
Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) Statewide Contract (OSD or an OSD-designated Department) Collective Purchase (Attach OSD approval, scope, budget) Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) Emergency Contract (Attach justification for emergency, scope, budget) Contract Employee (Attach Employment Status Form, scope, budget) X Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$_____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) Amendment to Scope or Budget (Attach updated scope and budget) Interim Contract (Attach justification for Interim Contract and updated scope/budget) Contract Employee (Attach any updates to scope or budget) Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. X Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) X Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$5,000.00			
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: X agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2017 – 6/30/2018. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . X 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Christine Heard</u> Date: <u>3/12/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Christine Heard</u> Print Title: <u>Chairperson, Selectboard</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Stacey O'Connell</u> Date: <u>3-22-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Aging and Contracting</u>	

W-15

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osc under OSD Forms.

CONTRACTOR LEGAL NAME: TOWN OF WEST STOCKBRIDGE		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 21 STATE LINE RD WEST STOCKBRIDGE MA 01266-9368		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: John Zick		Billing Address (if different):	
E-Mail: coa@weststockbridge-ma.gov		Contract Manager: Stacey O'Connell	
Phone: 413-232-0137 Fax:		E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000192039		Phone: 1-617-222-7419 Fax: 1-617-727-9368	
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s): FY18COAWestStockbrid	
Note: The Address ID must be set up for EFT payments.		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 _____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$5,000.00			
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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2017 – 6/30/2018. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☐ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☐ 2. may be incurred as of _____, 20 ____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ☒ 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>2/28/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>MARK WEBBER</u> Print Title: <u>Town Admin</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>3-5-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Accounting and Contracting</u>	

W-28

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF WESTBOROUGH		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4,T&C): 34 WEST MAIN ST WESTBOROUGH MA 01581		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Alma DeManche		Billing Address (if different):	
E-Mail: ademanche@town.westborough.ma.us		Contract Manager: Stacey O'Connell	
Phone: 508-366-3000	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000192042		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s): FY18COA Westborough00	
Note: The Address ID Must be set up for <u>EFT</u> payments.)		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$_____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract.</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$25,683.70			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2016 – 6/30/2017. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: _____. 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . _____. 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>3/20/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>JAMES MAURY</u> Print Title: <u>TOWN MANAGER</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>4-17-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Accounting and Contracting</u>	

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF WESTFORD		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4,T&C): 55 MAIN ST WESTFORD MA 01886		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Jennifer Claro		Billing Address (if different):	
E-Mail: jclaro@westfordma.gov		Contract Manager: Stacey O'Connell	
Phone: 413-562-6435	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000192045		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s): FY18COA Westford00000	
Note: The Address ID Must be set up for <u>EFT</u> payments.)		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$_____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): \$32,534.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2017 – 6/30/2018. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>2/9/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Eric Heideman</u> Print Title: <u>Asst Town Manager</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>3-12-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Accounting and Contracting</u>	

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF WILLIAMSTOWN		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 31 NORTH ST WILLIAMSTOWN MA 01267-2003		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Brian O'Grady		Billing Address (if different):	
E-Mail: bogrady@williamstownma.gov		Contract Manager: Stacey O'Connell	
Phone: 508-366-3000	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000192060		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s): FY18COAWilliamstown0	
Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$_____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$20,351.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting <u>accelerated</u> 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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2016 - 6/30/2018. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30th, 2018</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>2/12/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Jason Hark</u> Print Title: <u>Town Manager</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: <u>3-12-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Accounting and Contracting</u>	

PC

2-37

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osc under OSD Forms.

CONTRACTOR LEGAL NAME: TOWN OF YARMOUTH		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 1146 ROUTE 28 SOUTH YARMOUTH MA 02664-4463		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Kathi Bailey		Billing Address (if different):	
E-Mail: kbailey@yarmouth.ma.us		Contract Manager: Stacey O'Connell	
Phone:		E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000192069		Phone: 1-617-222-7419 Fax: 1-617-727-9368	
Vendor Code Address ID (e.g. "AD001"): AD001		MMARS Doc ID(s): FY18COAYarmouth00000	
Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: Grant Award	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <u>X Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <u>Contract Employee</u> (Attach any updates to scope or budget) <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
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COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$85,961.00			
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: <u>X</u> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
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ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>X</u> 3. were incurred as of <u>July 1st, 2017</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
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CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>2/24/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Daniel Knapiak</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: <u>3-5-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stacey O'Connell</u> Print Title: <u>Director of Accounting and Contracting</u>	