

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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| <b>CONTRACTOR LEGAL NAME: TOWN OF ABINGTON</b><br>(and d/b/a):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            | <b>COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs</b><br><b>MMARS Department Code: ELD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                            |
| <b>Legal Address: (W-9, W-4): 500 GLINIEWICZ WAY, ABINGTON, MA 02351-2058</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                            | <b>Business Mailing Address: 1 Ashburton Pl, Boston MA 02108</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |
| <b>Contract Manager: SUZANNE DJUSBERG</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Phone: 781-982-2145</b> | <b>Billing Address (if different):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                            |
| <b>E-Mail: Sdjusberg@abingtonma.gov</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Fax:</b>                | <b>Contract Manager: Stacey Anne O'Connell</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Phone: 617-222-7419</b> |
| <b>Contractor Vendor Code: VC6000191688</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            | <b>E-Mail: <a href="mailto:Stacey.oconnell@mass.gov">Stacey.oconnell@mass.gov</a></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Fax: 617-727-9368</b>   |
| <b>Vendor Code Address ID (e.g. "AD001"): AD 001</b><br>(Note: The Address ID must be set up for EFT payments.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            | <b>MMARS Doc ID(s): 02082200000000000006</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            |
| <b><input checked="" type="checkbox"/> NEW CONTRACT</b><br><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)<br><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)<br><input type="checkbox"/> Department Procurement (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)<br><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)<br><input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            | <b><input type="checkbox"/> CONTRACT AMENDMENT</b><br>Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____.<br>Enter Amendment Amount: \$ _____. (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b><br><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)<br><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)<br><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget) |                            |
| The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> .<br><input checked="" type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><input type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). \$ _____.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle __ statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br>__ 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br>__ 2. may be incurred as of ____, 20 ____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2021</u> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2032</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: <u>[Signature]</u> Date: <u>2/17/2022</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Scott Lambright</u><br>Print Title: <u>Town Manager</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: <u>[Signature]</u> Date: <u>2/17/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Haron Beitman</u><br>Print Title: <u>Director of Contracts and Accounting</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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| <b>CONTRACTOR LEGAL NAME:</b> TOWN OF ACTON<br>(and d/b/a):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            | <b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Elder Affairs<br><b>MMARS Department Code:</b> ELD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            |
| <b>Legal Address:</b> (W-9, W-4): 472 MAIN ST, ACTON, MA 01720-3952                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            | <b>Business Mailing Address:</b> 1 Ashburton Pl, Boston MA 02108                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |
| <b>Contract Manager:</b> SHARON MERCURIO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Phone:</b> 978-929-6652 | <b>Billing Address (if different):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            |
| <b>E-Mail:</b> smercurio@acton-ma.gov                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Fax:</b>                | <b>Contract Manager:</b> Stacey Anne O'Connell                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Phone:</b> 617-222-7419 |
| <b>Contractor Vendor Code:</b> VC6000191689                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            | <b>E-Mail:</b> <a href="mailto:Stacey.oconnell@mass.gov">Stacey.oconnell@mass.gov</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Fax:</b> 617-727-9368   |
| <b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001<br>(Note: The Address ID must be set up for EFT payments.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            | <b>MMARS Doc ID(s):</b> 02082200000000000000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |
| <b>RFR/Procurement or Other ID Number:</b> MGL c. 40 s. 8B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b><u>X</u> NEW CONTRACT</b><br><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)<br><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)<br><input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)<br><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)<br><input checked="" type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            | <b><u>      </u> CONTRACT AMENDMENT</b><br>Enter Current Contract End Date <u>Prior</u> to Amendment: <u>      </u> , 20 <u>      </u> .<br>Enter Amendment Amount: \$ <u>      </u> . (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b><br><input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget)<br><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)<br><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget) |                            |
| The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>      </u> <a href="#">Commonwealth Terms and Conditions</a> <u>X</u> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <u>      </u> <a href="#">Commonwealth IT Terms and Conditions</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>COMPENSATION:</b> (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 <a href="#">815 CMR 9.00</a> .<br><input checked="" type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><input type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). \$ <u>      </u> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
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| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><input type="checkbox"/> 2. may be incurred as of <u>      </u> , 20 <u>      </u> , a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2021</u> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2032</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: <u>[Signature]</u> Date: <u>3/1/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>John S. Mangiaratti</u><br>Print Title: <u>Town Manager</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: <u>[Signature]</u> Date: <u>3/1/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Narron Boitman</u><br>Print Title: <u>Director of Contracts and New York Hwy</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>CONTRACTOR LEGAL NAME:</b> TOWN OF ACUSHNET<br>(and d/b/a):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            | <b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Elder Affairs<br><b>MMARS Department Code:</b> ELD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            |
| <b>Legal Address: (W-9, W-4):</b> 122 MAIN ST, ACUSHNET, MA 02743-1548                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            | <b>Business Mailing Address:</b> 1 Ashburton Pl, Boston MA 02108                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |
| <b>Contract Manager:</b> HEATHER SYLVIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Phone:</b> 508-998-0280 | <b>Billing Address (if different):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            |
| <b>E-Mail:</b> hsyvlia@acusnhet.ma.us                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Fax:</b>                | <b>Contract Manager:</b> Stacey Anne O'Connell                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Phone:</b> 617-222-7419 |
| <b>Contractor Vendor Code:</b> VC6000191690                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            | <b>E-Mail:</b> Stacey.oconnell@mass.gov                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Fax:</b> 617-727-9368   |
| <b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001.<br>(Note: The Address ID must be set up for EFT payments.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            | <b>MMARS Doc ID(s):</b> 0208220000000000006                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            |
| <b>RFPR/Procurement or Other ID Number:</b> MGL c. 40 s. 8B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b><u>X</u> NEW CONTRACT</b><br><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)<br><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)<br><input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)<br><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)<br><input checked="" type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            | <b><u>      </u> CONTRACT AMENDMENT</b><br>Enter Current Contract End Date <b>Prior</b> to Amendment: <u>      </u> , 20 <u>      </u> .<br>Enter Amendment Amount: \$ <u>      </u> . (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b><br><input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget)<br><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)<br><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget) |                            |
| The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> Commonwealth Terms and Conditions <input checked="" type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>COMPENSATION:</b> (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.<br><input checked="" type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.<br><input type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). \$ <u>      </u> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days <u>      </u> % PPD; Payment issued within 15 days <u>      </u> % PPD; Payment issued within 20 days <u>      </u> % PPD; Payment issued within 30 days <u>      </u> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><input type="checkbox"/> 2. may be incurred as of <u>      </u> , 20 <u>      </u> , a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2021</u> , a date <b>PRIOR</b> 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 those obligations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2032</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: <u>[Signature]</u> Date: <u>3.16.22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Dave Desroches</u><br>Print Title: <u>Chairman</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                            | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: <u>[Signature]</u> Date: <u>3/23/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Haroon Bhatman</u><br>Print Title: <u>Director of Contracts and Accounts, EODM</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            |

A-9



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

|                                                                                                                 |                            |                                                                                                             |                            |
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| <b>CONTRACTOR LEGAL NAME:</b> TOWN OF ADAMS<br>(and d/b/a):                                                     |                            | <b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Elder Affairs<br><b>MMARS Department Code:</b> ELD |                            |
| <b>Legal Address:</b> (W-9, W-4): 8 PARK ST, ADAMS, MA 01220-2053                                               |                            | <b>Business Mailing Address:</b> 1 Ashburton Pl, Boston MA 02108                                            |                            |
| <b>Contract Manager:</b> Sarah Fontaine                                                                         | <b>Phone:</b> 413-743-8333 | <b>Billing Address (if different):</b>                                                                      |                            |
| <b>E-Mail:</b> sfontaine@town.adams.ma.us                                                                       | <b>Fax:</b>                | <b>Contract Manager:</b> Stacey Anne O'Connell                                                              | <b>Phone:</b> 617-222-7419 |
| <b>Contractor Vendor Code:</b> VC6000191691                                                                     |                            | <b>E-Mail:</b> <a href="mailto:Stacey.oconnell@mass.gov">Stacey.oconnell@mass.gov</a>                       | <b>Fax:</b> 617-727-9368   |
| <b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001<br>(Note: The Address ID must be set up for EFT payments.) |                            | <b>MMARS Doc ID(s):</b> 0208220000000000006                                                                 |                            |
| <b>RFR/Procurement or Other ID Number:</b> MGL c. 40 s. 8B                                                      |                            |                                                                                                             |                            |

  

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| <p style="text-align: center;"><b>X NEW CONTRACT</b></p> <p><b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes all Grants - <a href="#">815 CMR 2.00</a>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p> | <p style="text-align: center;"><b>CONTRACT AMENDMENT</b></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____.</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p><b>AMENDMENT TYPE:</b> (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p> |
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The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☐ [Commonwealth Terms and Conditions](#) ☒ [Commonwealth Terms and Conditions For Human and Social Services](#) ☐ [Commonwealth IT Terms and Conditions](#)

**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under [815 CMR 9.00](#).

☒ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☐ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ \_\_\_\_\_.

**PROMPT PAYMENT DISCOUNTS (PPD):** Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days \_\_% PPD; Payment issued within 15 days \_\_% PPD; Payment issued within 20 days \_\_% PPD; Payment issued within 30 days \_\_% PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments ([M.G.L. c. 29, § 23A](#)); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:** This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.

**ANTICIPATED START DATE:** (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

☐ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

☐ 2. may be incurred as of \_\_\_\_, 20 \_\_\_\_, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

☒ 3. were incurred as of July 1, 2021, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE:** Contract performance shall terminate as of June 30, 2032, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**CERTIFICATIONS:** Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

|                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                |
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| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: <u>Jay R. Green</u> Date: <u>5/18/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Jay R. Green</u><br>Print Title: <u>Town Administrator</u> | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: <u>My 3 Vheita</u> Date: <u>6/14/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Arnon Beitman</u><br>Print Title: <u>Director of Contracts and Accounting</u> |
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A-4



## COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>CONTRACTOR LEGAL NAME:</b> TOWN OF AGAWAM<br>(and d/b/a):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            | <b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Elder Affairs<br>MMARS Department Code: ELD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                            |
| <b>Legal Address:</b> (W-9, W-4): 36 MAIN ST, AGAWAM, MA 01001-1801                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            | <b>Business Mailing Address:</b> 1 Ashburton Pl, Boston MA 02108                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |
| <b>Contract Manager:</b> MICHAEL SQUINDO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Phone:</b> 413-821-0605 | <b>Billing Address (if different):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            |
| <b>E-Mail:</b> msquindo@agawam.ma.us                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Fax:</b>                | <b>Contract Manager:</b> Stacey Anne O'Connell                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Phone:</b> 617-222-7419 |
| <b>Contractor Vendor Code:</b> VC6000191692                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            | <b>E-Mail:</b> <a href="mailto:Stacey.oconnell@mass.gov">Stacey.oconnell@mass.gov</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Fax:</b> 617-727-9368   |
| <b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001<br>(Note: The Address ID must be set up for EFT payments.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            | <b>MMARS Doc ID(s):</b> 020822000000000000000006                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            | <b>RFR/Procurement or Other ID Number:</b> MGL c. 40 s. 8B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            |
| <b><u>X</u> NEW CONTRACT</b><br><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)<br><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)<br><input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)<br><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)<br><input checked="" type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            | <b><u>      </u> CONTRACT AMENDMENT</b><br>Enter Current Contract End Date <u>Prior</u> to Amendment: <u>      </u> , 20 <u>      </u> .<br>Enter Amendment Amount: \$ <u>      </u> . (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b><br><input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget)<br><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)<br><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget) |                            |
| The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>      </u> <a href="#">Commonwealth Terms and Conditions</a> <u>X</u> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <u>      </u> <a href="#">Commonwealth IT Terms and Conditions</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>COMPENSATION:</b> (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 <a href="#">815 CMR 9.00</a> .<br><u>X</u> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><u>      </u> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). \$ <u>      </u> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days <u>      </u> % PPD; Payment issued within 15 days <u>      </u> % PPD; Payment issued within 20 days <u>      </u> % PPD; Payment issued within 30 days <u>      </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u>      </u> statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); <u>      </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><u>      </u> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><u>      </u> 2. may be incurred as of <u>      </u> , 20 <u>      </u> , a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><u>X</u> 3. were incurred as of <u>July 1, 2021</u> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2032</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: <u>William P. Spelli</u> Date: <u>3-11-22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>William P. Spelli</u><br>Print Title: <u>3/11/22</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: <u>Am</u> Date: <u>3/22/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Aaron Beitman</u><br>Print Title: <u>Director of Contracts and Accounting</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>CONTRACTOR LEGAL NAME: TOWN OF ALFORD</b><br>(and d/b/a):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                            | <b>COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs</b><br><b>MMARS Department Code: ELD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            |
| <b>Legal Address: (W-9, W-4): 5 ALFORD CENTER RD, GREAT BARRINGTON, MA 01230-8920</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            | <b>Business Mailing Address: 1 Ashburton Pl, Boston MA 02108</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |
| <b>Contract Manager: THEA BASIS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Phone: 413-528-9238</b> | <b>Billing Address (if different):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            |
| <b>E-Mail: offices@townofalford.org</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Fax:</b>                | <b>Contract Manager: Stacey Anne O'Connell</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Phone: 617-222-7419</b> |
| <b>Contractor Vendor Code: VC6000191687</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            | <b>E-Mail: Stacey.oconnell@mass.gov</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Fax: 617-727-9368</b>   |
| <b>Vendor Code Address ID (e.g. "AD001"): AD 001</b><br>(Note: The Address ID must be set up for EFT payments.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            | <b>MMARS Doc ID(s): 02082200000000000006</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |
| <b>X NEW CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            | <b>___ CONTRACT AMENDMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br>___ <b>Statewide Contract</b> (OSD or an OSD-designated Department)<br>___ <b>Collective Purchase</b> (Attach OSD approval, scope, budget)<br>___ <b>Department Procurement</b> (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)<br>___ <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)<br>___ <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)<br><b>X</b> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            | Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: ____, 20__.<br>Enter <b>Amendment Amount</b> : \$ _____. (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b><br>___ <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget)<br>___ <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)<br>___ <b>Contract Employee</b> (Attach any updates to scope or budget)<br>___ <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget) |                            |
| <b>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option):</b> ___ <b>Commonwealth Terms and Conditions</b> <b>X</b> <b>Commonwealth Terms and Conditions For Human and Social Services</b> ___ <b>Commonwealth IT Terms and Conditions</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.<br><b>X</b> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br>___ <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). \$ _____.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> 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: <b>X</b> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br>___ 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br>___ 2. may be incurred as of ____, 20__, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><b>X</b> 3. were incurred as of <u>July 1, 2021</u> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2032</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: <u>Charles F. Ketchum</u> Date: <u>2-17-22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>CHARLES F. KETCHUM</u><br>Print Title: <u>CHARITABLE B.O.S.</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: <u>[Signature]</u> Date: <u>2/23/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Aaron Berkman</u><br>Print Title: <u>Director of Contracts and Accounts, EODS</u>                                                                                                                                                                                                                                                                                                                                                    |                            |

A-6



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>CONTRACTOR LEGAL NAME: CITY OF AMESBURY</b><br>(and d/b/a):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            | <b>COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs</b><br><b>MMARS Department Code: ELD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            |
| <b>Legal Address: (W-9, W-4): 62 FRIEND ST, AMESBURY, MA 01913-2825</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            | <b>Business Mailing Address: 1 Ashburton Pl, Boston MA 02108</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |
| <b>Contract Manager: DOREEN ARNFIELD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Phone: 978-388-8138</b> | <b>Billing Address (if different):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            |
| <b>E-Mail: arnfieldd@amesburyma.gov</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Fax:</b>                | <b>Contract Manager: Stacey Anne O'Connell</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Phone: 617-222-7419</b> |
| <b>Contractor Vendor Code: VC6000191693</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            | <b>E-Mail: Stacey.oconnell@mass.gov</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Fax: 617-727-9368</b>   |
| <b>Vendor Code Address ID (e.g. "AD001"): AD 001</b><br>(Note: The Address ID must be set up for EFT payments.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            | <b>MMARS Doc ID(s): 02082200000000000006</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |
| <b>RFR/Procurement or Other ID Number: MGL c. 40 s. 8B</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            |
| <div style="text-align: center;"><u><b>X</b></u> <b>NEW CONTRACT</b></div> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)<br><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)<br><input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)<br><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)<br><input checked="" type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            | <div style="text-align: center;"><u>      </u> <b>CONTRACT AMENDMENT</b></div> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>      </u> , 20 <u>      </u> .<br>Enter Amendment Amount: \$ <u>      </u> , (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b><br><input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget)<br><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)<br><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget) |                            |
| The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            |
| <b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.<br><input checked="" type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><input type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>      </u> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>      </u> % PPD; Payment issued within 15 days <u>      </u> % PPD; Payment issued within 20 days <u>      </u> % PPD; Payment issued within 30 days <u>      </u> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            |
| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.<br><input type="checkbox"/> 2. may be incurred as of <u>      </u> , 20 <u>      </u> , a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.<br><input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2021</u> , a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2032</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: <u>Kassandra Cove</u> Date: <u>2/23/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Kassandra Cove</u><br>Print Title: <u>Mayor</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                            | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: <u>Haron Beltman</u> Date: <u>2/9/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Haron Beltman</u><br>Print Title: <u>Director of Contracts and Accounts</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                            |

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## COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>CONTRACTOR LEGAL NAME: TOWN OF AMHERST</b><br>(and d/b/a):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            | <b>COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs</b><br>MMARS Department Code: ELD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            |
| <b>Legal Address: (W-9, W-4): 4 BOLTWOOD AVE, AMHERST, MA 01002-2301</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            | <b>Business Mailing Address: 1 Ashburton Pl, Boston MA 02108</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            |
| <b>Contract Manager: HAYLEY BOLTON</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Phone: 413-259-3060</b> | <b>Billing Address (if different):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                            |
| <b>E-Mail: boltonh@amherst.ma.gov</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Fax:</b>                | <b>Contract Manager: Stacey Anne O'Connell</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Phone: 617-222-7419</b> |
| <b>Contractor Vendor Code: VC6000191695</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            | <b>E-Mail: Stacey.oconnell@mass.gov</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Fax: 617-727-9368</b>   |
| <b>Vendor Code Address ID (e.g. "AD001"): AD 001</b><br>(Note: The Address ID must be set up for EFT payments.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            | <b>MMARS Doc ID(s): 0208220000000000006</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            | <b>RFR/Procurement or Other ID Number: MGL c. 40 s. 8B</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <input checked="" type="checkbox"/> <b>NEW CONTRACT</b><br><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)<br><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)<br><input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)<br><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)<br><input checked="" type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            | <input type="checkbox"/> <b>CONTRACT AMENDMENT</b><br>Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: _____, 20____.<br>Enter <b>Amendment Amount</b> : \$ _____. (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b><br><input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget)<br><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)<br><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget) |                            |
| <b>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option):</b> <input type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            |
| <b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.<br><input checked="" type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><input type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). \$ _____.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            |
| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br>___ 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br>___ 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2021</u> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2032</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: <u>Paul Bockerman</u> Date: <u>02-16-2022</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>PAUL BOCKERMAN</u><br>Print Title: <u>Town Manager</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: <u>Aaron Bellman</u> Date: <u>2/27/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Aaron Bellman</u><br>Print Title: <u>Director of Contracts and Accounting, E&amp;S&amp;A</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            |



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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|                                                                                                                 |                            |                                                                                                             |                            |
|-----------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>CONTRACTOR LEGAL NAME:</b> TOWN OF ANDOVER<br>(and d/b/a):                                                   |                            | <b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Elder Affairs<br><b>MMARS Department Code:</b> ELD |                            |
| <b>Legal Address: (W-9, W-4):</b> 36 BARTLET ST, ANDOVER, MA 01810-3841                                         |                            | <b>Business Mailing Address:</b> 1 Ashburton Pl, Boston MA 02108                                            |                            |
| <b>Contract Manager:</b> JANE BURNS                                                                             | <b>Phone:</b> 978-623-8225 | <b>Billing Address (if different):</b>                                                                      |                            |
| <b>E-Mail:</b> jane.burns@andoverma.us                                                                          | <b>Fax:</b>                | <b>Contract Manager:</b> Stacey Anne O'Connell                                                              | <b>Phone:</b> 617-222-7419 |
| <b>Contractor Vendor Code:</b> VC6000191696                                                                     |                            | <b>E-Mail:</b> <a href="mailto:Stacey.oconnell@mass.gov">Stacey.oconnell@mass.gov</a>                       | <b>Fax:</b> 617-727-9368   |
| <b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001<br>(Note: The Address ID must be set up for EFT payments.) |                            | <b>MMARS Doc ID(s):</b> 02082200000000000006                                                                |                            |
| <b>RF/Procurement or Other ID Number:</b> MGL c. 40 s. 8B                                                       |                            |                                                                                                             |                            |

  

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b><u>X</u> NEW CONTRACT</b></p> <p><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b></p> <p><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)</p> <p><input checked="" type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p> | <p style="text-align: center;"><b>___ CONTRACT AMENDMENT</b></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__.</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p><b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b></p> <p><input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)</p> |
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The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☐ [Commonwealth Terms and Conditions](#) ☒ [Commonwealth Terms and Conditions For Human and Social Services](#) ☐ [Commonwealth IT Terms and Conditions](#)

**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under [815 CMR 9.00](#).

☒ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☐ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or **new** total if Contract is being amended). \$ \_\_\_\_\_.

**PROMPT PAYMENT DISCOUNTS (PPD):** Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days \_\_\_ % PPD; Payment issued within 15 days \_\_\_ % PPD; Payment issued within 20 days \_\_\_ % PPD; Payment issued within 30 days \_\_\_ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle \_\_\_ statutory/legal or Ready Payments ([M.G.L. c. 29, § 23A](#)); \_\_\_ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:** This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.

**ANTICIPATED START DATE:** (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

☐ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.

☐ 2. may be incurred as of \_\_\_\_, 20\_\_, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.

☒ 3. were incurred as of July 1, 2021, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE:** Contract performance shall terminate as of June 30, 2032, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**CERTIFICATIONS:** Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

|                                                                                                                                                                                              |                                                                                                                                                                                                                                                 |
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| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: _____ Date: <u>2/18/2022</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: _____<br>Print Title: _____ | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: _____ Date: <u>2/9/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Nathan Belmont</u><br>Print Title: <u>Director of Contracts and Accounts</u> |
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# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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| <b>CONTRACTOR LEGAL NAME:</b> TOWN OF AQUINNAH<br>(and d/b/a):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            | <b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Elder Affairs<br><b>MMARS Department Code:</b> ELD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |
| <b>Legal Address: (W-9, W-4):</b> 65 STATE RD, AQUINNAH, MA 02535-1345                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            | <b>Business Mailing Address:</b> 1 Ashburton Pl, Boston MA 02108                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |
| <b>Contract Manager:</b> JOYCE ALBERTINE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Phone:</b> 508-693-2896 | <b>Billing Address (if different):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            |
| <b>E-Mail:</b> upicoa@comcast.net                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Fax:</b>                | <b>Contract Manager:</b> Stacey Anne O'Connell                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Phone:</b> 617-222-7419 |
| <b>Contractor Vendor Code:</b> VC6000191796                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            | <b>E-Mail:</b> <a href="mailto:Stacey.oconnell@mass.gov">Stacey.oconnell@mass.gov</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Fax:</b> 617-727-9368   |
| <b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001<br>(Note: The Address ID must be set up for EFT payments.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            | <b>MMARS Doc ID(s):</b> 02082200000000000006                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <b>RFR/Procurement or Other ID Number:</b> MGL c. 40 s. 8B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            | <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br><input checked="" type="checkbox"/> <b>NEW CONTRACT</b><br><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)<br><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)<br><input type="checkbox"/> Department Procurement (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)<br><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)<br><input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget) |                            |
| <b>CONTRACT AMENDMENT</b><br>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____.<br>Enter Amendment Amount: \$ _____. (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b><br><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)<br><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)<br><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |
| The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |
| <b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> .<br><input checked="" type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><input type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ _____.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |
| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2021</u> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2032</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: _____ Date: <u>3/29/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Jeffrey Madison</u><br>Print Title: <u>Town Administrator</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: _____ Date: <u>4/6/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Aaron Beitman</u><br>Print Title: <u>Director of Contracts and Accounting</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |

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# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>CONTRACTOR LEGAL NAME:</b> TOWN OF ARLINGTON<br>(and d/b/a):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            | <b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Elder Affairs<br><b>MMARS Department Code:</b> ELD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                            |
| <b>Legal Address:</b> (W-9, W-4): 730 MASSACHUSETTS AVE, ARLINGTON, MA 02476-4906                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            | <b>Business Mailing Address:</b> 1 Ashburton Pl, Boston MA 02108                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |
| <b>Contract Manager:</b> KRISTINE SHAH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Phone:</b> 781-316-3401 | <b>Billing Address (if different):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                            |
| <b>E-Mail:</b> kshah@town.arlington.ma.us                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Fax:</b>                | <b>Contract Manager:</b> Stacey Anne O'Connell                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Phone:</b> 617-222-7419 |
| <b>Contractor Vendor Code:</b> VC6000191698                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            | <b>E-Mail:</b> <a href="mailto:Stacey.oconnell@mass.gov">Stacey.oconnell@mass.gov</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Fax:</b> 617-727-9368   |
| <b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001.<br>(Note: The Address ID must be set up for EFT payments.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            | <b>MMARS Doc ID(s):</b> 0208220000000000006                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                            |
| <b>RFR/Procurement or Other ID Number:</b> MGL c. 40 s. 8B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <input checked="" type="checkbox"/> <b>NEW CONTRACT</b><br><b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only)<br><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)<br><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)<br><input type="checkbox"/> Department Procurement (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)<br><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)<br><input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            | <input type="checkbox"/> <b>CONTRACT AMENDMENT</b><br>Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____.<br>Enter Amendment Amount: \$ _____. (or "no change")<br><b>AMENDMENT TYPE:</b> (Check one option only. Attach details of amendment changes.)<br><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)<br><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)<br><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget) |                            |
| The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <b>COMPENSATION:</b> (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 <a href="#">815 CMR 9.00</a> .<br><input checked="" type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><input type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle __ statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.<br><input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.<br><input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2021</u> , a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2032</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X:<br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Adam Chapdelaine</u><br>Print Title: <u>Town Manager</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X:<br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Aaron Bellamy</u><br>Print Title: <u>Director of Contracts and Accounting</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                            |

A-11



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

|                                                                                                                  |                            |                                                                                                      |                            |
|------------------------------------------------------------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------------------------------|----------------------------|
| <b>CONTRACTOR LEGAL NAME:</b> TOWN OF ASHBURNHAM<br>(and d/b/a):                                                 |                            | <b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Elder Affairs<br>MMARS Department Code: ELD |                            |
| <b>Legal Address:</b> (W-9, W-4): 32 MAIN ST, ASHBURNHAM, MA 01430-4202                                          |                            | <b>Business Mailing Address:</b> 1 Ashburton Pl, Boston MA 02108                                     |                            |
| <b>Contract Manager:</b> JAN ROBBINS                                                                             | <b>Phone:</b> 978-827-5000 | <b>Billing Address (if different):</b>                                                               |                            |
| <b>E-Mail:</b> jrobbins@ashburnham-ma.gov                                                                        | <b>Fax:</b>                | <b>Contract Manager:</b> Stacey Anne O'Connell                                                       | <b>Phone:</b> 617-222-7419 |
| <b>Contractor Vendor Code:</b> VC6000191699                                                                      |                            | <b>E-Mail:</b> Stacey.oconnell@mass.gov                                                              | <b>Fax:</b> 617-727-9368   |
| <b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001.<br>(Note: The Address ID must be set up for EFT payments.) |                            | <b>MMARS Doc ID(s):</b> 02082200000000000006                                                         |                            |
|                                                                                                                  |                            | <b>RFR/Procurement or Other ID Number:</b> MGL c. 40 s. 8B                                           |                            |

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>X NEW CONTRACT</b></p> <p><b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p> | <p><b>CONTRACT AMENDMENT</b></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p><b>AMENDMENT TYPE:</b> (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p> |
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The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions

**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

☒ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☐ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ \_\_\_\_\_.

**PROMPT PAYMENT DISCOUNTS (PPD):** Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days \_\_\_\_% PPD; Payment issued within 15 days \_\_\_\_% PPD; Payment issued within 20 days \_\_\_\_% PPD; Payment issued within 30 days \_\_\_\_% PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:** This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.

**ANTICIPATED START DATE:** (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

☐ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

☐ 2. may be incurred as of \_\_\_\_\_, 20\_\_\_\_, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

☒ 3. were incurred as of July 1, 2021, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE:** Contract performance shall terminate as of June 30, 2032 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**CERTIFICATIONS:** Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

|                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b></p> <p>X: <u>Brian Doherty</u> Date: <u>2/23/2022</u><br/>(Signature and Date Must Be Captured At Time of Signature)</p> <p>Print Name: <u>Brian Doherty</u></p> <p>Print Title: <u>Town Administrator</u></p> | <p><b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b></p> <p>X: <u>Arnon Britman</u> Date: <u>3/4/22</u><br/>(Signature and Date Must Be Captured At Time of Signature)</p> <p>Print Name: <u>Arnon Britman</u></p> <p>Print Title: <u>Director of Contracts and Accounting</u></p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



## COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| CONTRACTOR LEGAL NAME: TOWN OF ASHBY<br>(and d/b/a):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     | COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs<br>MMARS Department Code: ELD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                     |
| Legal Address: (W-9, W-4): 895 MAIN ST, ASHBY, MA 01431-0155                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                     | Business Mailing Address: 1 Ashburton Pl, Boston MA 02108                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |
| Contract Manager: COREY HARJU                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Phone: 978-386-2424 | Billing Address (if different):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                     |
| E-Mail: coa@ashbysma.gov                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Fax:                | Contract Manager: Stacey Anne O'Connell                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Phone: 617-222-7419 |
| Contractor Vendor Code: VC6000191700                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     | E-Mail: <a href="mailto:Stacey.oconnell@mass.gov">Stacey.oconnell@mass.gov</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Fax: 617-727-9368   |
| Vendor Code Address ID (e.g. "AD001"): AD 001.<br>(Note: The Address ID must be set up for EFT payments.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     | MMARS Doc ID(s): 02082200000000000006                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                     | RFR/Procurement or Other ID Number: MGL c. 40 s. 8B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     |
| <b><u>X</u> NEW CONTRACT</b><br>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)<br><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)<br><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)<br><input type="checkbox"/> Department Procurement (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)<br><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)<br><input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                     | <b><u>    </u> CONTRACT AMENDMENT</b><br>Enter Current Contract End Date <u>Prior</u> to Amendment: <u>    </u> , 20 <u>    </u> .<br>Enter Amendment Amount: \$ <u>    </u> . (or "no change")<br>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)<br><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)<br><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)<br><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget) |                     |
| The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>    </u> <a href="#">Commonwealth Terms and Conditions</a> <u>X</u> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <a href="#">Commonwealth IT Terms and Conditions</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                     |
| 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 <a href="#">815 CMR 9.00</a> .<br><input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). \$ <u>    </u> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                     |
| PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days <u>    </u> % PPD; Payment issued within 15 days <u>    </u> % PPD; Payment issued within 20 days <u>    </u> % PPD; Payment issued within 30 days <u>    </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u>    </u> statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); <u>    </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 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                     |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.<br><input type="checkbox"/> 2. may be incurred as of <u>    </u> , 20 <u>    </u> , a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.<br><input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2021</u> , a date <u>PRIOR</u> 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 30, 2032</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 certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , 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:<br>X: <u>Christine Lindberg</u> , Date: <u>3/31/2022</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Christine Lindberg</u><br>Print Title: <u>Town Administrator</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                     | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:<br>X: <u>Barin Boltman</u> , Date: <u>3/19/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Barin Boltman</u><br>Print Title: <u>Director of Contracts and Accounting</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     |



\$6,000 received

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>CONTRACTOR LEGAL NAME:</b> TOWN OF ASHFIELD<br>(and d/b/a):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            | <b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Elder Affairs<br><b>MMARS Department Code:</b> ELD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |
| <b>Legal Address:</b> (W-9, W-4): PO BOX 560, ASHFIELD, MA 01330-0560                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            | <b>Business Mailing Address:</b> 1 Ashburton Pl, Boston MA 02108                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            |
| <b>Contract Manager:</b> AMANDA JOAO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Phone:</b> 413-625-2502 | <b>Billing Address (if different):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |
| <b>E-Mail:</b> sfsrctr@crocker.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Fax:</b>                | <b>Contract Manager:</b> Stacey Anne O'Connell                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Phone:</b> 617-222-7419 |
| <b>Contractor Vendor Code:</b> VC6000191702                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            | <b>E-Mail:</b> Stacey.oconnell@mass.gov                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Fax:</b> 617-727-9368   |
| <b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001<br>(Note: The Address ID must be set up for EFT payments.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            | <b>MMARS Doc ID(s):</b> 02082200000000000006                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            | <b>RFR/Procurement or Other ID Number:</b> MGL c. 40 s. 8B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |
| <b><u>X</u> NEW CONTRACT</b><br><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)<br><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)<br><input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)<br><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)<br><input checked="" type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            | <b>____ CONTRACT AMENDMENT</b><br>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 ____<br>Enter Amendment Amount: \$ _____. (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b><br><input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget)<br><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)<br><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget) |                            |
| The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> Commonwealth Terms and Conditions <input checked="" type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |
| <b>COMPENSATION:</b> (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.<br><input checked="" type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><input type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within 30 days ____ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |
| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2021</u> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2032</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: <u>[Signature]</u> Date: <u>28 Feb 2022</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Steven Gougeon</u><br>Print Title: <u>Chair, Select Board</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: <u>[Signature]</u> Date: <u>3/28/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Haroon Belfmann</u><br>Print Title: <u>Director of Contracts and Accounting</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            |

A-14



## COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>CONTRACTOR LEGAL NAME:</b> TOWN OF ASHLAND<br>(and d/b/a):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            | <b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Elder Affairs<br>MMARS Department Code: ELD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            |
| <b>Legal Address: (W-9, W-4):</b> 101 MAIN ST, ASHLAND, MA 01721-1193                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            | <b>Business Mailing Address:</b> 1 Ashburton Pl, Boston MA 02108                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            |
| <b>Contract Manager:</b> JOANNE DUFFY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Phone:</b> 508-881-0140 | <b>Billing Address (if different):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |
| <b>E-Mail:</b> jduffy@ashlandmass.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Fax:</b>                | <b>Contract Manager:</b> Stacey Anne O'Connell                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Phone:</b> 617-222-7419 |
| <b>Contractor Vendor Code:</b> VC6000191703                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            | <b>E-Mail:</b> Stacey.oconnell@mass.gov                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Fax:</b> 617-727-9368   |
| <b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001<br>(Note: The Address ID must be set up for EFT payments.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            | <b>MMARS Doc ID(s):</b> 0208220000000000006                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            | <b>RFR/Procurement or Other ID Number:</b> MGL c. 40 s. 8B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |
| <b><u>X</u> NEW CONTRACT</b><br><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)<br><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)<br><input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)<br><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)<br><input checked="" type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            | <b><u> </u> CONTRACT AMENDMENT</b><br>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 ____<br>Enter Amendment Amount: \$ _____. (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b><br><input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget)<br><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)<br><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget) |                            |
| <b>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option):</b> <input type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |
| <b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.<br><input checked="" type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><input type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). \$ _____.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ____% PPD; Payment issued within 15 days ____% PPD; Payment issued within 20 days ____% PPD; Payment issued within 30 days ____% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |
| <b>ANTICIPATED START DATE: (Complete ONE option only)</b> The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2021</u> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2032</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: <u>[Signature]</u> , Date: <u>2-14-22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>M. Herbert</u><br>Print Title: <u>Town Manager</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: <u>[Signature]</u> , Date: <u>3/9/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Haroon Belfman</u><br>Print Title: <u>Director of Contracts and Negotiating</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            |



## COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

|                                                                                                          |                     |                                                                                               |                     |
|----------------------------------------------------------------------------------------------------------|---------------------|-----------------------------------------------------------------------------------------------|---------------------|
| CONTRACTOR LEGAL NAME: TOWN OF ATHOL<br>(and d/b/a):                                                     |                     | COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs<br>MMARS Department Code: ELD |                     |
| Legal Address: (W-9, W-4): 584 MAIN ST, ATHOL, MA 01331-1824                                             |                     | Business Mailing Address: 1 Ashburton Pl, Boston MA 02108                                     |                     |
| Contract Manager: CATHY A. SAVOY                                                                         | Phone: 978-249-8986 | Billing Address (if different):                                                               |                     |
| E-Mail: <a href="mailto:coa@townofathol.org">coa@townofathol.org</a>                                     | Fax:                | Contract Manager: Stacey Anne O'Connell                                                       | Phone: 617-222-7419 |
| Contractor Vendor Code: VC6000191704                                                                     |                     | E-Mail: <a href="mailto:Stacey.oconnell@mass.gov">Stacey.oconnell@mass.gov</a>                | Fax: 617-727-9368   |
| Vendor Code Address ID (e.g. "AD001"): AD 001<br>(Note: The Address ID must be set up for EFT payments.) |                     | MMARS Doc ID(s): 0208220000000000006                                                          |                     |
|                                                                                                          |                     | RFR/Procurement or Other ID Number: MGL c. 40 s. 8B                                           |                     |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input checked="" type="checkbox"/> <b>NEW CONTRACT</b></p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes all Grants - <a href="#">815 CMR 2.00</a>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p> | <p><input type="checkbox"/> <b>CONTRACT AMENDMENT</b></p> <p>Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20 ____.</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☐ [Commonwealth Terms and Conditions](#) ☒ [Commonwealth Terms and Conditions For Human and Social Services](#) ☐ [Commonwealth IT Terms and Conditions](#)

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under [815 CMR 9.00](#).  
☒ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)  
☐ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ \_\_\_\_\_.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days \_\_\_ % PPD; Payment issued within 15 days \_\_\_ % PPD; Payment issued within 20 days \_\_\_ % PPD; Payment issued within 30 days \_\_\_ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle \_\_\_ statutory/legal or Ready Payments ([M.G.L. c. 29, § 23A](#)); \_\_\_ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:  
☐ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.  
☐ 2. may be incurred as of \_\_\_\_\_, 20 \_\_\_\_, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.  
☒ 3. were incurred as of July 1, 2021, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2032, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: [Signature] Date: 3/15/22  
 (Signature and Date Must Be Captured At Time of Signature)

Print Name: SITARA A. SOHOSKI

Print Title: TOWN MANAGER

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: [Signature] Date: 3/30/22  
 (Signature and Date Must Be Captured At Time of Signature)

Print Name: Baron Bellman

Print Title: Director of Contracts and Accounting

A-16



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>CONTRACTOR LEGAL NAME: CITY OF ATTLEBORO</b><br>(and d/b/a):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            | <b>COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs</b><br><b>MMARS Department Code: ELD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <b>Legal Address: (W-9, W-4): 77 PARK ST, ATTLEBORO, MA 02703-2334</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            | <b>Business Mailing Address: 1 Ashburton Pl, Boston MA 02108</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            |
| <b>Contract Manager: MELISSA TUCKER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Phone: 774-203-1900</b> | <b>Billing Address (if different):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |
| <b>E-Mail: coa@cityofattleboro.us</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Fax:</b>                | <b>Contract Manager: Stacey Anne O'Connell</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Phone: 617-222-7419</b> |
| <b>Contractor Vendor Code: VC6000192072</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            | <b>E-Mail: <a href="mailto:Stacey.oconnell@mass.gov">Stacey.oconnell@mass.gov</a></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Fax: 617-727-9368</b>   |
| <b>Vendor Code Address ID (e.g. "AD001"): AD 001</b><br>(Note: The Address ID must be set up for EFT payments.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                            | <b>MMARS Doc ID(s): 0208220000000000006</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                            |
| <input checked="" type="checkbox"/> <b>NEW CONTRACT</b><br><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)<br><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)<br><input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)<br><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)<br><input checked="" type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            | <input type="checkbox"/> <b>CONTRACT AMENDMENT</b><br>Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____.<br>Enter Amendment Amount: \$ _____. (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b><br><input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget)<br><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)<br><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget) |                            |
| The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |
| <b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> .<br><input checked="" type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><input type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ _____.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle __ statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |
| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2021</u> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2032</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: <u>Paul Leroux</u> Date: <u>3/1/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>PAUL LEROUX</u><br>Print Title: <u>Mayor</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: <u>Harmon Bellman</u> Date: <u>3/22/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Harmon Bellman</u><br>Print Title: <u>Director of Contracts and New Contracting</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                            |

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| CONTRACTOR LEGAL NAME: TOWN OF AUBURN<br>(and d/b/a):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                           | COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs<br>MMARS Department Code: ELD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                     |
| Legal Address: (W-9, W-4): 104 CENTRAL ST, AUBURN, MA 01501-2343                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                           | Business Mailing Address: 1 Ashburton Pl, Boston MA 02108                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                     |
| Contract Manager: JEAN BOULETTE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Phone: 508-832-7799                                                                                       | Billing Address (if different):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |
| E-Mail: jboulette@town.auburn.ma.us                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Fax:                                                                                                      | Contract Manager: Stacey Anne O'Connell                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Phone: 617-222-7419 |
| Contractor Vendor Code: VC6000191706                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                           | E-Mail: <a href="mailto:Stacey.oconnell@mass.gov">Stacey.oconnell@mass.gov</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Fax: 617-727-9368   |
| Vendor Code Address ID (e.g. "AD001"): AD 001.<br>(Note: The Address ID must be set up for EFT payments.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                           | MMARS Doc ID(s): 02082200000000000006<br>RFR/Procurement or Other ID Number: MGL c. 40 s. 8B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                     |
| <u>X</u> NEW CONTRACT<br>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)<br><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)<br><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)<br><input type="checkbox"/> Department Procurement (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)<br><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)<br><input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                           | ____ CONTRACT AMENDMENT<br>Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____.<br>Enter Amendment Amount: \$ _____. (or "no change")<br>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)<br><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)<br><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)<br><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget) |                     |
| The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <a href="#">Commonwealth IT Terms and Conditions</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |
| 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 <a href="#">815 CMR 9.00</a> .<br><input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). \$ _____.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |
| PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle __ statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); <input type="checkbox"/> 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 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.<br><input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2021</u> , a date <b>PRIOR</b> 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 30, 2032</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 certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , 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:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                           | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                     |
| X: <u>Julie A. Jacobson</u> , Date: _____<br>(Signature and Date Must Be Captured At Time of Signature)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | X: <u>[Signature]</u> , Date: <u>9/9/22</u><br>(Signature and Date Must Be Captured At Time of Signature) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |
| Print Name: <u>JULIE A. JACOBSON</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Print Name: <u>Aaron Delaney</u>                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |
| Print Title: <u>TOWN MANAGER</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Print Title: <u>Director of Contracts and Accounting</u>                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

|                                                                                                                  |                            |                                                                                                             |                            |
|------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>CONTRACTOR LEGAL NAME:</b> TOWN OF AVON<br>(and d/b/a):                                                       |                            | <b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Elder Affairs<br><b>MMARS Department Code:</b> ELD |                            |
| <b>Legal Address:</b> (W-9, W-4): 65 E MAIN ST, AVON, MA 02322-1435                                              |                            | <b>Business Mailing Address:</b> 1 Ashburton Pl, Boston MA 02108                                            |                            |
| <b>Contract Manager:</b> JANE CARTHAS                                                                            | <b>Phone:</b> 508-588-0414 | <b>Billing Address (if different):</b>                                                                      |                            |
| <b>E-Mail:</b> JCarthas@avon-ma.gov                                                                              | <b>Fax:</b>                | <b>Contract Manager:</b> Stacey Anne O'Connell                                                              | <b>Phone:</b> 617-222-7419 |
| <b>Contractor Vendor Code:</b> VC6000191708                                                                      |                            | <b>E-Mail:</b> Stacey.oconnell@mass.gov                                                                     | <b>Fax:</b> 617-727-9368   |
| <b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001.<br>(Note: The Address ID must be set up for EFT payments.) |                            | <b>MMARS Doc ID(s):</b> 0208220000000000000                                                                 |                            |
| <b>RFR/Procurement or Other ID Number:</b> MGL c. 40 s. 8B                                                       |                            |                                                                                                             |                            |

  

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| <p style="text-align: center;"><b><u>X</u> NEW CONTRACT</b></p> <p><b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only)</p> <p><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)</p> <p><input checked="" type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p> | <p style="text-align: center;"><b>CONTRACT AMENDMENT</b></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p><b>AMENDMENT TYPE:</b> (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)</p> |
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The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☐ Commonwealth Terms and Conditions ☒ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions

**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

☒ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☐ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or **new** total if Contract is being amended). \$ \_\_\_\_\_.

**PROMPT PAYMENT DISCOUNTS (PPD):** Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days \_\_\_\_ % PPD; Payment issued within 15 days \_\_\_\_ % PPD; Payment issued within 20 days \_\_\_\_ % PPD; Payment issued within 30 days \_\_\_\_ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle \_\_\_\_ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); \_\_\_\_ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:** This 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.

**ANTICIPATED START DATE:** (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

☐ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.

☐ 2. may be incurred as of \_\_\_\_\_, 20\_\_\_\_, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.

☒ 3. were incurred as of July 1, 2021, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE:** Contract performance shall terminate as of June 30, 2032, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**CERTIFICATIONS:** Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

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| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: <u>[Signature]</u> Date: <u>3/17/2021</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Steven P. Rose</u><br>Print Title: <u>Chief Board of Selectmen</u> | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: <u>[Signature]</u> Date: <u>3/19/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Arnon Perlman</u><br>Print Title: <u>Director of Contracts and Accounting</u> |
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## COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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| CONTRACTOR LEGAL NAME: TOWN OF AYER<br>(and d/b/a):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                     | COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs<br>MMARS Department Code: ELD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                     |
| Legal Address: (W-9, W-4): 1 MAIN ST, AYER, MA 01432-1365                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     | Business Mailing Address: 1 Ashburton Pl, Boston MA 02108                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                     |
| Contract Manager: Katie Petrossi                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Phone: 978-772-8260 | Billing Address (if different):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     |
| E-Mail: kpetrossi@ayer.ma.us                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Fax:                | Contract Manager: Stacey Anne O'Connell                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Phone: 617-222-7419 |
| Contractor Vendor Code: VC6000191709                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     | E-Mail: <a href="mailto:Stacey.oconnell@mass.gov">Stacey.oconnell@mass.gov</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Fax: 617-727-9368   |
| Vendor Code Address ID (e.g. "AD001"): AD 001<br>(Note: The Address ID must be set up for EFT payments.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     | MMARS Doc ID(s): 02082200000000000006                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                     | RFR/Procurement or Other ID Number: MGL c. 40 s. 8B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     |
| <u>X</u> NEW CONTRACT<br>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)<br><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)<br><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)<br><input type="checkbox"/> Department Procurement (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)<br><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)<br><input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                     | _____ CONTRACT AMENDMENT<br>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____.<br>Enter Amendment Amount: \$ _____. (or "no change")<br>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)<br><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)<br><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)<br><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget) |                     |
| The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     |
| 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 <a href="#">815 CMR 9.00</a> .<br><input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). \$ _____.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     |
| 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: <input checked="" type="checkbox"/> agree to standard 45 day cycle ____ statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); ____ 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 10-year contract will cover grant funds to municipal Councils on Aging (COA) of the Commonwealth authorized through the annual GAA and other sources. The activity performance period for year one of this contract is 7/1/2021-6/30/2022. The COAs established by MGL provide social and support services to older adults, their families and caregivers. The annual award is determined by the number of elders per municipality as per the most recent census data, at a current rate of \$12 per person. This contract will cover any rate adjustment or increase during the 10-year period. Each municipal COA will complete an annual fiscal report describing how these grant funds were applied. All approved obligations incurred prior to the latest signature date are intended to be part of this agreement and the amount of the prior obligation for year one is funded in the FY22 award. The deadline to submit the signed contract is 6/30/22. MA #1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.<br><input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.<br><input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2021</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 30, 2032</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 certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , 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:<br>X: <u>Jannice L. Livingstone</u> Date: <u>6/14/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Jannice L. Livingstone</u><br>Print Title: <u>Chair, Ayer Select Board</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                     | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:<br>X: <u>Haron Beitman</u> Date: <u>6/17/22</u><br>(Signature and Date Must Be Captured At Time of Signature)<br>Print Name: <u>Haron Beitman</u><br>Print Title: <u>Director of Contracts and Accounting</u>                                                                                                                                                                                                                                                                                                                                                                                                                              |                     |

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