

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF LAKEVILLE (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 346 BEDFORD ST, LAKEVILLE, MA 02347-2150		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: KELLY CONWAY	Phone: 508-947-7224	Billing Address (if different):	
E-Mail: lakevillecoa@comcast.net	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000191846		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 02082200000000000007	
RFR/Procurement or Other ID Number: MGL c. 40 s. 8B			
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ 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): ☐ 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 <i>new</i> 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 #2.			
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 <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 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>23 Feb 2022</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>TOO K. HASSETT</u> Print Title: <u>Town Accountant</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: <u>3/9/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Baron Polman</u> Print Title: <u>Director of Contracts and Accounting</u>	

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CONTRACTOR LEGAL NAME: TOWN OF LANCASTER (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 695 MAIN ST, LANCASTER, MA 01523-2245		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: ALEXANDRA TURNER	Phone: 978-733-1249	Billing Address (if different):	
E-Mail: aturner@lanasterma.net	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000191847		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 02082200000000000007	
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COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☒ 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 <i>new</i> total if Contract is being amended). \$ <u> </u> .			
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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 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>2.22.2022</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Alexandra Turner</u> Print Title: <u>Interim Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>6/14/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Barry Beitman</u> Print Title: <u>Director of Contracts and Accounting</u>	

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CONTRACTOR LEGAL NAME: TOWN OF LANESBOROUGH (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 83 S MAIN ST, LANESBOROUGH, MA 01237-9727		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: LORNA GAYLE	Phone: 413-448-2682	Billing Address (if different):	
E-Mail: seniors.director@lanesborough-ma.gov	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000191848		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD 001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 02082200000000000007	
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AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>3-2-2022</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Josh Lang</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: <u>3/22/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Harriet Beltrami</u> Print Title: <u>Director of Contracts and Accounting</u>	

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CONTRACTOR LEGAL NAME: CITY OF LAWRENCE (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 200 COMMON ST, LAWRENCE, MA 01840-1517		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: MARTHA VELEZ	Phone: 978-620-3540	Billing Address (if different):	
E-Mail: mvelez@cityoflawrence.com	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000192104		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
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Procurement or Exception Type: (Check one option only)		Contract Amendment	
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☐ 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 <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 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:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: <u>[Signature]</u> Date: <u>4-21-2022</u> (Signature and Date Must Be Captured At Time of Signature)		X: <u>[Signature]</u> Date: <u>5/9/22</u> (Signature and Date Must Be Captured At Time of Signature)	
Print Name: <u>Bridget A. De Rosa</u>		Print Name: <u>Arnon Britman</u>	
Print Title: <u>Mayor</u>		Print Title: <u>Director of Contracts and Accounting</u>	

K-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>.

CONTRACTOR LEGAL NAME: TOWN OF LEE (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 32 MAIN ST, LEE, MA 01238-1612		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: PATRICIA DIGRIGOLI	Phone: 413-243-5545	Billing Address (if different):	
E-Mail: coa@town.lee.ma.us	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000191850		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD 001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 0208220000000000007	
RFR/Procurement or Other ID Number: MGL c. 40 s. 8B			
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u> </u> , 20 <u> </u> . Enter Amendment Amount: \$ <u> </u> , (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ 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): ☐ 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). \$ <u> </u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <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: ☒ agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <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 #2.			
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 <u> </u> , 20 <u> </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☒ 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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>5-3-2022</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>R. Christopher Dicitain</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>5/24/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Baron Blitman</u> 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>.

CONTRACTOR LEGAL NAME: TOWN OF LEICESTER (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 1078 MAIN ST, LEICESTER, MA 01524-1396		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: RACHELLE CLOUTIER	Phone: 508-892-7016	Billing Address (if different):	
E-Mail: cloutier@leicesterma.org	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000191851		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 0208220000000000007	
		RFR/Procurement or Other ID Number: MGL c. 40 s. 8B	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ 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): ☐ 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 <i>new</i> 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 #2.			
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 <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 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>2/24/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>DAVID GENEKUX</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>3/9/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Naren Belkumar</u> Print Title: <u>Director of Contracts and Accounting</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF LENOX (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 6 WALKER ST, LENOX, MA 01240-2741		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: DARLENE McCAULEY	Phone: 413-637-5530	Billing Address (if different):	
E-Mail: communitycenter@townoflenox.com	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000191853		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 0208220000000000007	
RFR/Procurement or Other ID Number: MGL c. 40 s. 8B			

X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)	CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)
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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 #2.

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: _____ Date: <u>2/23/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Christopher Ketchen</u> Print Title: <u>Chief Administrative Officer</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: <u>3/9/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Harvey Beltrami</u> Print Title: <u>Director of Contracts and Administration</u>
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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: CITY OF LEOMINSTER (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 25 WEST ST, LEOMINSTER, MA 01453-5699		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: LAURANE BROOKS	Phone: 978-534-7511	Billing Address (if different):	
E-Mail: lbrooks@leominster-ma.gov	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000192105		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 02082200000000000007	
☒ NEW CONTRACT		☐ CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ 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): ☐ 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 <i>new</i> 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 #2.			
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 <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 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>2/18/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Dean Mazzarella</u> Print Title: <u>MAYOR</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: <u>2/9/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Arron Bulthman</u> Print Title: <u>Director of Contracts and Acquisition</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

Entered to State 5/11/22



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 LEVERETT (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 9 MONTAGUE RD, LEVERETT, MA 01054-9725		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: JUDY RAPHAEL	Phone: 413-548-1022	Billing Address (if different):	
E-Mail: lla@aux.umass.edu; coa@leverett.ma.us	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000191854		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD 001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 0208220000000000007	
		RFR/Procurement or Other ID Number: MGL c. 40 s. 8B	

<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)	<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)
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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 #2.

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: <u><i>Thomas Hankinson</i></u> Date: <u>5/10/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Thomas Hankinson</u> Print Title: <u>Chair, Selectboard</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u><i>Am3-M</i></u> Date: <u>5/24/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Aaron Belkman</u> Print Title: <u>Director of Contracts and Accounting</u>
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K-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.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: TOWN OF LEXINGTON (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 1625 MASSACHUSETTS AVE, LEXINGTON, MA 02420-3801		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: MELISSA INTERESSS	Phone: 781-698-4841	Billing Address (if different):	
E-Mail: minteress@lexingtonma.gov	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000191856		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 02082200000000000007	
		RFR/Procurement or Other ID Number: MGL c. 40 s. 8B	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ 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): ☐ 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 <i>new</i> 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 #2.			
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 <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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>2-23-22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>JAMES MACLOY</u> Print Title: <u>TOWN MANAGER</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>3/9/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Harmon Poltman</u> Print Title: <u>Director of Contracts and Accounting</u>	

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF LEYDEN (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 16 W LEYDEN RD, BERNARDSTON, MA 01337-9737		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: GILDA GALVIS	Phone: 413-773-7932	Billing Address (if different):	
E-Mail: captaingalvis@hotmail.com	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000191857		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 0208220000000000007	
		RFR/Procurement or Other ID Number: MGL c. 40 s. 8B	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____ Enter Amendment Amount: \$ ____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ 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): ☐ 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 #2.			
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 <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 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>William H. Slabach</u> Date: <u>6-19-22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>WILLIAM H. SLABACH</u> Print Title: <u>CHAIR - SELECT BOARD</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>David Beltrami</u> Date: <u>7/9/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>David Beltrami</u> Print Title: <u>Director of Contracting and Monitoring</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>.

CONTRACTOR LEGAL NAME: TOWN OF LINCOLN (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 16 LINCOLN RD, LINCOLN, MA 01773-2009		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: ABBY BUTT	Phone: 781-259-8811	Billing Address (if different):	
E-Mail: butta@lincolntown.org	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000191858		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 0208220000000000007	
RFR/Procurement or Other ID Number: MGL c. 40 s. 8B			

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

 X **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: X 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 #2.

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.

 X 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: <u>ABBY BUTT</u> Date: <u>2/16/2022</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Abigail (Abby) Butt</u> Print Title: <u>COA Director</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>ANDREW BELLMAN</u> Date: <u>2/23/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Andrew Bellman</u> Print Title: <u>Director of Contracts and Accounting, EOEA</u>
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L-12

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF LITTLETON (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 37 SHATTUCK ST, LITTLETON, MA 01460-1263		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: LIZ TRETIAK	Phone: 978-540-2470	Billing Address (if different):	
E-Mail: ltretiak@littletonma.org	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000191859		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 0208220000000000007	
RFR/Procurement or Other ID Number: MGL c. 40 s. 8B			
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u> </u> , 20 <u> </u> . Enter Amendment Amount: \$ <u> </u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ 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> Commonwealth Terms and Conditions <u>X</u> Commonwealth Terms and Conditions For Human and Social Services <u> </u> 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 <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 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: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <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 #2.			
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 <u> </u> , 20 <u> </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☒ 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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>2/22/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Anthony J. Haddock</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>3/9/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Aaron Beiferman</u> Print Title: <u>Director of Contracts and Accounting</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF LONGMEADOW (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 20 WILLIAMS ST, LONGMEADOW, MA 01106-1997		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: JAMES LEYDEN	Phone: 413-565-4150	Billing Address (if different):	
E-Mail: jleyden@longmeadow.org	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000191861		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 02082200000000000007	
		RFR/Procurement or Other ID Number: MGL c. 40 s. 8B	
<u> X </u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ 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> Commonwealth Terms and Conditions <u> X </u> Commonwealth Terms and Conditions For Human and Social Services <u> </u> 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. <u> X </u> 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.) <u> </u> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> 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 <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 (M.G.L. c. 29, § 23A); <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 #2.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u> </u> 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. <u> </u> 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. <u> X </u> 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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Corrin Meise - Mums</u> Date: <u>2/23/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Corrin Meise - Mums</u> Print Title: <u>Assistant Town Manager / Acting TM</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>3/9/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Baron Beitman</u> Print Title: <u>Director of Contracts and Accounting</u>	

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: CITY OF LOWELL (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 375 MERRIMACK ST, LOWELL, MA 01852-5909		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: LILLIAN HARTMAN	Phone: 978-970-4131	Billing Address (if different):	
E-Mail: lhartman@lowellma.gov	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000192108		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 0208220000000000007	
		RFR/Procurement or Other ID Number: MGL c. 40 s. 8B	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ 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): ☐ 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 #2.			
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 <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 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>6-15-22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Thomas A. Golden, Jr.</u> Print Title: <u>City Manager</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>6/17/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Ryan Britman</u> Print Title: <u>Director of Contracts and Accounting</u>	

6-15

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 LUDLOW (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 488 CHAPIN ST, LUDLOW, MA 01056-2523		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: JODI ZEPKE	Phone: 413-583-3564	Billing Address (if different):	
E-Mail: jzepke@ludlow.ma.us	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000191862		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 0208220000000000007	
RFR/Procurement or Other ID Number: MGL c. 40 s. 8B			
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		____ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount : \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ 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): ☐ 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 <i>new</i> 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 #2.			
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 <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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>5.9.22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>MARIE STRANGE</u> Print Title: <u>TOWN ADMINISTRATOR</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>5/24/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Barth Britman</u> Print Title: <u>Director of Contracts and Accounting</u>	

L-16

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: TOWN OF LUNENBURG (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 17 MAIN ST, LUNENBURG, MA 01462-1484		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: SUSAN DOHERTY	Phone: 978-582-4166	Billing Address (if different):	
E-Mail: sdoherty@lunenburgonline.com	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000191863		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 0208220000000000007	
		RFR/Procurement or Other ID Number: MGL c. 40 s. 8B	
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u> </u> , 20 <u> </u> . Enter Amendment Amount: \$ <u> </u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ 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> Commonwealth Terms and Conditions <u>X</u> Commonwealth Terms and Conditions For Human and Social Services <u> </u> 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. <u>X</u> 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.) <u> </u> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new 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 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: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <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 #2.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u> </u> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <u> </u> 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <u>X</u> 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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Heather Lemire</u> Date: <u>2/16/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Heather Lemire</u> Print Title: <u>Town Manager</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>David M.</u> Date: <u>2/23/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>David M. Bellman</u> Print Title: <u>Director of Contracts and Accounting, E&A</u>	

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: CITY OF LYNN (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 3 CITY HALL SQ STE 206, LYNN, MA 01901-1028		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: CHRISTOPHER GOMEZ-FAREWELL	Phone: 781-718-1763	Billing Address (if different):	
E-Mail: cgomez@lynnma.gov	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000192109		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD 001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 0208220000000000007	
RFR/Procurement or Other ID Number: MGL c. 40 s. 8B			
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ 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): ☐ 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 <u>new</u> total if Contract is being amended). \$ _____.			
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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 #2.			
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 <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 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>2/6/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Christopher Gomez-Farewell</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>2/03/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Harold Bellfleur</u> Print Title: <u>Director of Contracts and Accounting</u>	

Approved As To Form:
[Signature]
 George S. Markopoulos
 City Solicitor

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



ELD

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CONTRACTOR LEGAL NAME: TOWN OF LYNNFIELD (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4): 55 SUMMER ST, LYNNFIELD, MA 01940-1861		Business Mailing Address: 1 Ashburton Pl, Boston MA 02108	
Contract Manager: LINDA NACCARA	Phone: 781-598-1078	Billing Address (if different):	
E-Mail: Inaccara_coa@hotmail.com	Fax:	Contract Manager: Stacey Anne O'Connell	Phone: 617-222-7419
Contractor Vendor Code: VC6000191865		E-Mail: Stacey.oconnell@mass.gov	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 0208220000000000007	
RFR/Procurement or Other ID Number: MGL c. 40 s. 8B			
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ 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): ☐ 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 <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: ☒ 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 #2.			
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 <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 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>3-9-21</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Robert Dolan</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>3/23/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Barin Bellman</u> Print Title: <u>Director of Contracts and Accounting</u>	

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