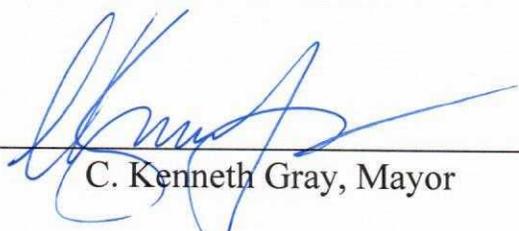




RECEIVED

CITY OF AMESBURY
IN THE YEAR TWO THOUSAND SIXTEEN

SPONSORED BY:


C. Kenneth Gray, Mayor

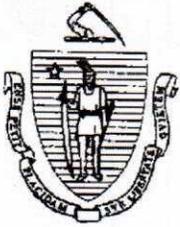
BILL No. 2016-084

An Order to authorize the Mayor to accept and expend a Community Development Block Grant in the amount of \$967,953 from the Massachusetts Department of Housing and Community Development.

Summary: This order seeks to authorize the Mayor to accept and expend a Community Development Block Grant in the amount of \$967,953 from the Massachusetts Department of Housing and Community Development.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:

That the City Council hereby authorizes the Mayor to accept and expend a Community Development Block Grant in the amount of \$967,953 from the Massachusetts Department of Housing and Community Development.



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Chrystal Kornegay, Undersecretary

August 10, 2016

Ms. Lisa Pearson
City of Amesbury
62 Friend Street
Amesbury, MA 01913

Re: FY 2016 CDBG Contract

Dear Ms. Pearson:

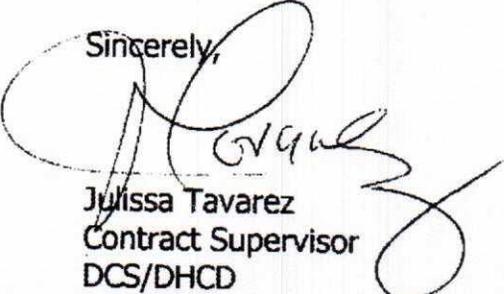
Enclosed please find two copies of a standard contract package between the Department of Housing and Community Development and the City of Amesbury for the above-mentioned program.

The Contract Package contains:

- Standard Contract Form
- Commonwealth Terms and Conditions
- Budget
- Attachment A
- Special Conditions
- Authorized Signatory Listing Form
- Proof of Authentication of Signature Form

Please have your authorized signatory execute all pages that are tagged for signature. Return both contract packages to my attention. A copy for your files will be mailed to you after execution by DHCD.

Sincerely,



Julissa Tavaréz
Contract Supervisor
DCS/DHCD

JT/DLM/dlm
Enclosures

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Amesbury (and d/b/a): Town Hall		COMMONWEALTH DEPARTMENT NAME: Department of Housing and Community Development MMARS Department Code: OCD	
Legal Address: (W-9, W-4,T&C): 62 Friend Street, Amesbury, MA 01913		Business Mailing Address: 100 Cambridge Street, Boston, MA 02114	
Contract Manager: Lisa Pearson		Billing Address (if different):	
E-Mail: lpearson@salisbury.ma.gov		Contract Manager: Julissa Tavarez	
Phone: 978-463-2266	Fax: 978-462-3915	E-Mail: Julissa.Tavarez@state.ma.us	
Contractor Vendor Code: VC6000191694		Phone: 617-573-1407	Fax: 617-573-1460
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SCOD32201782057000	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input checked="" type="checkbox"/> NEW CONTRACT <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____/____/20____. Enter Amendment Amount: _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$967,953.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD, Payment issued within 15 days ___% PPD, Payment issued within 20 days ___% PPD, Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) As per approved application, the following activities are funded under this contract: housing rehabilitation assistance to 20 units and for food pantry support and emergency homelessness services. FFY2016 Funds effective July 1, 2016 thru June 30, 2019.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ____/____/20____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of ____/____/____, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2019</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms/ provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> , Date: <u>8/19/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kenneth Goay</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Louis Martin</u> Print Title: <u>Associate Director, DCS/DHCD</u> <u>djm</u>	

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an internet or bookmarked site and are unofficial versions of those documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

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

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

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

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

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

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

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

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

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

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

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

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use as allowable in Brief Description.

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

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that

of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

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

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

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

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

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

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

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the **Effective Date** (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14"), in the Brief Description section. Performance starts and encumbrances reflect the default **Effective Date** (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the **Settlement and Release Form** when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the **Effective Date** for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the **Effective Date** under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement incurred under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c. 4, § 9.

CONTRACT END DATE

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

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

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

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

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

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s. 12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this

Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under: 950 C.M.R. 32.00

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

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

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 31st for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

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

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

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62F; withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TFRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 96A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 71A, s. 3B.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L.c. 5 s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L.c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance; child labor laws; AGO fair labor practices; G.L.c. 149 (Labor and Industries); G.L.c. 150A (Labor Relations); G.L.c. 151 and 455 Civil R 2.00 (Minimum Fair Wages); G.L.c. 151A (Employment and Training); G.L.c. 151B (Unlawful Discrimination); G.L.c. 151E (Business Discrimination); G.L.c. 152 (Workers' Compensation); G.L.c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal and State Laws and Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act, 42 U.S.C. Sec. 12101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 15 s. 701; 29 USC c. 14, 623; the 42 USC c. 45 (Federal Fair Housing Act); G.L.c. 151B (Unlawful Discrimination); G.L.c. 151E (Business Discrimination); the Public Accommodations Law G.L.c. 272, s. 92A; G.L.c. 272, s. 98 and 98A, Massachusetts Constitution Article CXV and G.L.c. 93 s. 103; 47 USC c. 5 s. 11, Part II, s. 255 (Telecommunication Act, Chapter 149, Section 106D); G.L.c. 151C; G.L.c. 272, Section 92A, Section 98 and Section 98A and G.L.c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under: Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUY5 subscription process at: www.commbuy5.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U9B object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

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

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

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29 s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

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

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

EXECUTIVE ORDERS

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

Executive Order 481 Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing

this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

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

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

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

Executive Order 504 Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L.c. 93H, and personal data, as defined in G.L.c. 85A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract; and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L.c. 93H and under G.L.c. 214, § 3B for violations under M.G.L.c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

ORIGINAL BUDGET SUMMARY

PROGRAM/PROJECT/ACTIVITY			
1	PROPERTY ACQUISITION		\$0
2	CLEARANCE/DEMOLITION		\$0
3	RELOCATION (Permanent)		\$0
4	HOUSING REHABILITATION	\$776,161.00	
A	Program Delivery	\$137,536	\$0
B	Unit Development/Creation	\$0	\$0
C	Rehabilitation Loans/Grants	\$638,625	\$0
D	Housing Other		
5	COMMUNITY ECONOMIC DEVELOPMENT		\$0
A	Program Delivery	\$0	\$0
B	Acquisition	\$0	\$0
C	Commercial Improvements (Signs/Facades)		
D	Assist to For-Profits (formally Sm. Business Assist)	\$0	\$0
E	Infrastructure or Streetscape Improvements	\$0	\$0
F	Planning	\$0	\$0
M	Other	\$0	\$0
N	Microenterprise Assistance	\$0	\$0
6	PUBLIC FACILITIES/INFRASTRUCTURE		\$0
A	Program Delivery	\$0	\$0
B	Streets and Sidewalks		
C	Playgrounds/Parks		
D	Neighborhood Facilities		
E	Parking		
F	Water		
G	Sewer		
H	Drainage		
I	Architectural Barriers		
J	Other		
K	Design only (architectural and engineering)		
7	PLANNING		\$0
8	PUBLIC SOCIAL SERVICES	\$80,156.00	
A	Program Delivery	\$10,156	\$0
B	Program Costs	\$70,000	\$0
9	GENERAL ADMINISTRATION	\$111,636	\$0
	TOTAL PROGRAM COSTS	\$967,953	\$0

Award Amount

7/27/2016



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of

Massachusetts ("State") Departments and Contractors. Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void. Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

- 1. Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.
- 2. Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.
- 3. Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.
- 4. Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

- 5. Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.
- 6. Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.
- 7. Record-Keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.
- 8. Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.
- 9. Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.
- 10. Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.
- 11. Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated



COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

(signature)

Print Name: Kenneth Gray

Title: Mayor

Date: _____

(Check One): Organization Individual

Full Legal Organization or Individual Name: City of Amesbury

Doing Business As: Name (If Different): _____

Tax Identification Number: 046001067

Address: 62 Friend Street, Amesbury, MA 01913

Telephone: 978-388-8121 FAX: 978-388-6727

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

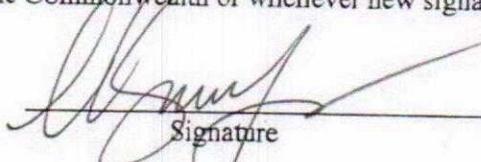
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Kenneth Gray	Mayor, Amesbury

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


Signature

Date:

Title: Mayor

Telephone: 978-388-8121

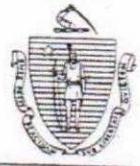
Fax: 978-388-6727 Email: mayorgray@amesburyma.gov

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

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

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

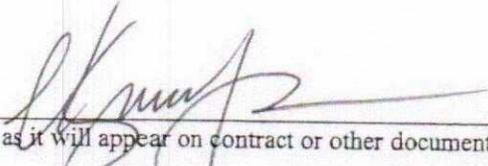
PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:

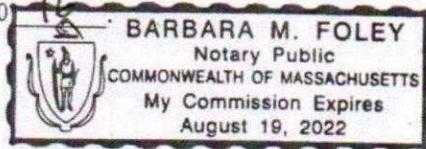
X 
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

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

August 19, 2016

My commission expires on:



AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CDF I, CDF II, ME, EDF
FEDERAL FISCAL YEAR 2016

TOWN OF _____ GRANT # _____
ATTACHMENT A - ADDITIONAL TERMS & CONDITIONS

I. Introduction

II. Modifications and Definitions

- A. Modifications
 - 1. Payments
 - 2. Payment Mechanism
 - 3. Termination
- B. Definitions
 - 1. Project
 - 2. Low- and Moderate-income
 - 3. Affordability

III. Compliance Requirements

- A. Program Requirements
- B. Administrative Requirements
- C. Massachusetts CDBG Operations Manuals
- D. Political Activity Prohibited Under the Hatch Act
- E. Vietnam Veterans Act Requirements
- F. Conflict of Interest Requirements
- G. Special Conditions

IV. Reporting Requirements

- A. Quarterly Activity Reports Including Due Dates, and Final and Close-Out Report
- B. Audit

V. Prior Approval by the Department for Contractual Management Assistance

VI. Other Program Requirements

- A. Management
- B. Budget Amendments
- C. Cost Allocation Plan
- D. Pre-Contract Costs
- E. Signage in Construction Projects
- F. Publications
- G. For Housing Activities
 - 1. Affordable Housing Restriction
 - 2. Rent Limits
 - 3. Participant Approval
 - 4. Code Violations
 - 5. Single Case Waivers

The following exhibits are to be completed and signed by the Contractor

EXHIBIT A: DISCLOSURE FORM/REPORT

EXHIBIT B-AUTHORIZED SIGNATURE VERIFICATION FORM

ATTACHMENT C - BUDGET

ATTACHMENT A

I. INTRODUCTION

A. Authority

The Commonwealth of Massachusetts, through its Department of Housing and Community Development (Department or DHCD), has elected to receive Community Development Block Grant (CDBG) funds for distribution to units of general local government in the State's non-entitlement areas pursuant to Title I Section 106(a) of the Housing and Community Development Act of 1974, P.L. 93-383 subject to the regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, Subpart I. The grant which is the subject of this Contract is authorized by Title I of the Housing and Community Development Act of 1974 (42 U.S.C.5301 et seq.), including amendments contained in the Housing and Community Development Act of 1987, P.L. 100-242 and the Cranston-Gonzalez National Affordable Housing Act, P.L. 100-625.

B. Scope of Services

The Contractor agrees to perform the activities described in the Massachusetts CDBG grant application submitted on February 12, 2016, approved by the Department ("Application"), as may be amended from time to time, to the extent authorized by the following paragraphs. Where the Contractor has received full funding for an activity, it must be carried out as described in the Application. Where a Contractor has received partial funding for an activity, that activity must be carried out as described in a revised activity description and management plan that must be submitted to the Department for approval. Key personnel and qualifications shall conform to the functional descriptions in the Contractor's Management Plan included in the Application. Where the activities described in the Application are inconsistent with this Attachment A, Attachment A shall control. Any later change in activities shall be made only with the prior approval of the Department.

C. Period of Performance

Notwithstanding the "Termination Date" stated on page one of this Contract, the Contractor agrees that the activities funded herein shall be completed by December 31, 2017 and a Final Quarterly Activities Report filed by January 30, 2018 (see Section IV), unless the Department grants an extension for completion of activities and filing of final reports. In no case may the extension date be later than the Termination Date.

II. CONTRACT

A. This contract is comprised of the Standard Form of Contract, the Commonwealth Terms and Conditions or the Master Grant Agreement, whichever has been executed by the Contractor, the Application and Revised Activity Description and Management Plan, if applicable and this Attachment A.

B. **Modifications.** The Contract is hereby modified by adding the following, as approved by the Office of the Comptroller (references are to either the "Terms and Conditions" or the "Master Grant Agreement," as appropriate, that has been executed by the Contractor and has been or will be filed with the Office of the Comptroller).

1. Section 2. PAYMENTS (Commonwealth Terms and Conditions) "Federally authorized pre-contract costs (see 24 CFR 570.488(b)) shall be included in the maximum obligation and identified in Attachment B - Budget."
2. Section 3. PAYMENT MECHANISM (Commonwealth Terms and Conditions) "For the purposes of this Contract, the parties shall follow the procedures outlined in the Massachusetts CDBG Program Operations Manual with regard to the processing and payment of invoices."
3. Section 4. CONTRACT TERMINATION OR SUSPENSION (Commonwealth Terms and Conditions) "For the purposes of this Contract, subsection (a) (for Master Grant Agreement) or the first clause of the second sentence (for Commonwealth Terms and Conditions) shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience."

B. **Definitions.**

1. **Project** means the activities described in the Application, any amendments or supplements thereto, and other such submittals required by this Contract, which are to be carried out to meet the objectives of the Massachusetts CDBG Program.
2. **Low- and Moderate-income** means household income which does not exceed 80% of the median income of the metropolitan area in which the household is located, or, if the community is not located in a metropolitan area, 80% of the median for the county or the median for the entire non-metropolitan area of the state, whichever is greater.

The terms "person of low- and moderate-income" and "low- and moderate-income persons" mean families and individuals whose incomes do not exceed 80% of the median income of the area involved as determined by the Secretary of Housing and Urban Development (HUD) with adjustments for smaller and larger families. The term "persons of low-income" means families and individuals whose incomes do not exceed 50% of the median income of the area, as determined by the Secretary of HUD with adjustments for smaller and larger families. The term "persons of moderate-income" means individuals and families whose incomes exceed 50% but do not exceed 80%, of the median income of the area involved as determined by the Secretary of HUD with adjustments for smaller and larger families. For purposes of such terms, the area involved shall be determined in the same manner as such area is determined for the purpose of assistance under Section 8 of the United States Housing Act of 1937.

3. **Affordability** means, in the case of rental housing, units which are affordable to and occupied by low- and moderate-income. Requirements for determining and maintaining affordable rent are set forth in Section VI of this ATTACHMENT A and the Massachusetts CDBG Program Operations Manual.

III. **COMPLIANCE REQUIREMENTS**

All activities authorized by this Contract shall be subject to and performed in accordance with the provisions of this Contract, Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq., hereinafter "the Act"), HUD regulations in 24 CFR Part 570 Subpart I and other federal law and regulations as specified therein, and any regulations, directives or guidelines as may be established by the Department for the Massachusetts CDBG Program. Where appropriate, the Contractor shall cause any subgrantees to comply with these requirements.

All activities authorized by this Contract shall be conducted in accordance with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and the federal government including, but not limited to, the following:

A. **Program Requirements.**

1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq.), and HUD regulations at **24 CFR Part 1**, which prohibit discrimination based on race, color, or national origin under any program or activity receiving federal financial assistance.
2. **Title VIII of the Civil Rights Act of 1968** (42 U.S.C. 3601 et seq.) as amended by the Fair Housing Amendments of 1988 (known as the Fair Housing Act), which prohibits discrimination based on race, color, religion, sex, handicap, familial status, or national origin in the sale, rental, financing, or brokering of housing; and **Federal Executive Order 11063**, as amended by **Executive Order 12259**, and as implemented by regulations at **24 CFR Part 1**, which prohibits such discrimination in the sale or rental of property which has received federal financial assistance.
3. **The Age Discrimination Act of 1975** (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age, and **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794), which prohibits discrimination based on handicap.

4. The **Davis-Bacon Act** (40 U.S.C. 276a - 276a-7), as supplemented by Department of Labor regulations at **29 CFR Part 5**, which provides that laborers and mechanics employed by the Contractor or subgrantees on construction projects (consisting of 8 or more units in the case of residential property) assisted under the Act shall be paid wages determined by the Secretary of Labor, provided that Davis Bacon shall not apply to "volunteers"; and the **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 et seq.), as supplemented by Department of Labor Regulations at **29 CFR Part 5**, which contains labor standards for work on contracts financed by federal grants; and the Department of Labor "**anti-kickback**" regulations at **29 CFR Part 3**. The Contractor shall include these requirements in agreements with subgrantees.
5. The **National Environmental Policy Act of 1969** (42 U.S.C. 4321 et seq.), and such other provisions of law which further the purposes of the National Environmental Policy Act as are specified in **24 CFR Part 58** (entitled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.")
6. The **Housing and Urban Development Act of 1968, Section 3** (12 U.S.C. 1701u), which requires that training and employment opportunities be made available to lower-income persons living in the community where a project assisted under the Act is located, and that contracting opportunities be made available to businesses located in or owned by persons living in such community. The Contractor shall include this requirement in agreements with subgrantees. The text of this clause is included in the Massachusetts CDBG Program Operations Manual.
7. The **Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992** (42 U.S.C. 4851 et seq.) as implemented by regulations at **24 CFR Part 35**, which establishes requirements to protect children from lead-based paint hazards in housing that is receiving federal financial assistance or is being sold by the government. **24 CFR Part 35** became effective on September 15, 2000.
8. Regulations at **24 CFR Part 44**, "Non-Federal Audit Requirements for State and Local Government."
9. The **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** (42 U.S.C. 4601 et seq.) and regulations at **49 CFR Part 24**, and **Section 104 (d) of the Act** and regulations at **24 CFR 570.606** and **24 CFR Part 42** cited in **24 CFR 570.488**), which govern the acquisition of real property for activities assisted under the Act and which require the Contractor to adopt policies and plans designed to minimize displacement of residents and businesses, and to provide relocation benefits and assistance.
10. Department of Labor Regulations at **41 CFR Part 60-1**, implementing **Executive Order 11246**, which require the Contractor to adopt equal employment practices and cooperate with the Secretary of Labor in assuring compliance by subgrantees. The Contractor shall include this requirement in agreements with subgrantees. In addition, for all subcontracts which are nonexempt as defined in **41 CFR 60-1.5** (generally, subcontracts in excess of \$10,000), the Contractor shall include in the agreement the "equal opportunity clause" set forth in **41 CFR 60-1.4(b)** for construction contracts, and in **41 CFR 60-1.4(a)** for all other contracts.
11. The **Architectural Barriers Act of 1968** (42 U.S.C. 4151 et seq.), which requires certain federally assisted buildings to be constructed so as to be accessible to physically handicapped persons, and the **Americans with Disabilities Act of 1990** (42 U.S.C. 12101 et seq.), which prohibits discrimination against disabled individuals in private and public employment, public accommodations, public transportation, government services, and telecommunications. The Contractor shall include this requirement in agreements with subgrantees.
12. **Section 102 of the Department of Housing and Urban Development Reform Act of 1989** (42 U.S.C. 3545) as supplemented by HUD regulations at **24 CFR Part 4** which requires applicants to a state, or to a unit of local government, for assistance from HUD to make a number of disclosures. See specific requirements under "Special Conditions" and Exhibit A below.

- B. **Administrative Requirements.** The Contractor shall comply with the provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," as required by 24 CFR §570.489.
- C. **Massachusetts CDBG Program Operations Manual.** In implementing all activities authorized by this Contract, the Contractor shall use the provisions of the Massachusetts CDBG Program Operations Manual as a guidance document. In accordance with the Manual, the Contractor shall comply with Massachusetts law for all procurements unless otherwise stated.
- D. **Political Activity Prohibited Under the Hatch Act.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. The Contractor shall adhere to the provisions of the Hatch Act (5 U.S.C. 1501 et seq.) which limits political activities by employees whose principal employment is in connection with an activity which is financed in whole or in part by federal funds.
- E. Regulations at **41 CFR Part 60-250**, entitled "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era."
- F. **Conflict of Interest.** The Contractor shall adhere to the requirements of M.G.L. Chapter 268A and the HUD Conflict of Interest regulations at 24 CFR Part 570.489(h).
- G. **Special Conditions.**
1. **Certification Regarding Disclosure Requirements for Activities Receiving \$200,000 or more.** Pursuant to Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545) and 24 CFR Part 4, the Contractor must complete and execute the Disclosure Form attached hereto in Exhibit A. Furthermore, updates must be filed with the Contractor's Quarterly Reports to reflect any changes. In any sub-recipient contracts, the Contractor shall require compliance with these disclosure provisions and provide the sub-recipient with a copy of the attached Disclosure Form.
 2. **Additional Certifications.** In addition to those certifications submitted by the Contractor as part of its Application to the Department, the Contractor, by execution of this Contract, certifies:
 - (a) that it shall adopt a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of a nonviolent civil rights demonstration within its jurisdiction.
 - (b) That, in accordance with 24 CFR 570.487(b) and 24 CFR §5.166, it is taking action to affirmatively further fair housing.
 3. **Religious Organizations:**

If Community Development Block Grant (CDBG) funds are being provided to primarily religious organizations, it must be in accordance with HUD's guidance on Participation in HUD Programs by **Faith-Based** Organizations; Providing for Equal Treatment of all HUD Program Participants, Final Rule, as published in the Federal Register (Vol. 68, No. 189) on September 30, 2003 on Pages 56396-56408, effective October 30, 2003.
 4. **Certain Relocation Projects:**

CDBG funds may not be used to assist in the relocation of an industrial or commercial plant, facility, or operation from one area to another if the relocation is likely to result in a significant loss of employment in the area from which the relocation occurs.
 5. **Photographic Documentation:** The Contractor shall submit photographs to the Department of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of final quarterly report.

6. **Additional Special Conditions:**

IV. REPORTING REQUIREMENTS

The Contractor shall monitor the performance of all activities undertaken pursuant to this Contract to assure the implementation schedule is being met, consistent with the schedule submitted with the Contractor's application, or any changes thereto approved by the Department.

- A. **Quarterly Activity Reports.** In accordance with the requirements set forth in the Massachusetts CDBG Program Operations Manual, the Contractor must submit to the Department electronic program reports at the end of each quarter of the program grant year using the Accounting/CDBG/GMS Grants Management System computer software (hereinafter "CDBG/GMS") found at the Department's internet website. The required quarterly reports must be submitted in accordance with the schedule established by the Department in the CDBG/GMS system for the grant received by the Contractor.

For purposes of filing the Final Quarterly Activity Report, please note that this report and other additional required information constitute the Close-Out Report as indicated in the Massachusetts CDBG Program Operations Manual.

- B. **Audit.** The Contractor shall cause to be prepared an audit of any expenditure from funds received pursuant to this Contract. Said audit shall be performed by an independent entity, and shall be conducted in accordance with the procedures and requirements set forth in 2 CFR Part 200, subpart F which implements the Single Audit Act of 1996 (P.L. 104-156). The Department may at any time cause an audit to be made for the purpose of detecting fraud, waste, or mismanagement by the Contractor or subgrantee in addition to those stated in other paragraphs.
- C. **HUD 2516 Report.** In accordance with requirements set forth by the U.S. Department of HUD, the Contractor shall maintain data in CDBG/GMS for all contracts over \$10,000 for MBE Contracts (construction and non-construction) and subcontracts for the period ending September 30. DHCD will produce these reports and transmit to HUD directly on behalf of CDBG grantees.
- D. For Housing activities only, the Contractor shall submit to DHCD, via CDBG/GMS or other method required by DHCD, the following:
1. Data required by DHCD regulations at 760 CMR 61.00, promulgated pursuant to Chapter 334 of the Acts of 2006, and all applicable DHCD directives, guidelines and forms as may be amended from time to time. The Contractor shall collect said data for the express purpose of reporting to DHCD, and the collection and reporting of said data shall comply with said regulations, directives, guidelines and forms.
 2. DHCD and the Contractor shall treat as confidential any of the foregoing data relating to a specific resident or unit in compliance with all applicable state and federal statutes and regulations, including M.G.L. c. 66A, and shall implement adequate systems and procedures for maintaining the confidentiality of such information. DHCD and the Contractor shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause DHCD or the Contractor to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

V. PRIOR APPROVAL BY THE DEPARTMENT FOR CONTRACTUAL MANAGEMENT ASSISTANCE

A copy of the proposed contract for management assistance must be submitted to the Department for approval prior to its execution for any program or activity contracted, in whole or in part, to an entity other than the unit of local government receiving funds (or any subordinate unit of that government). In addition to all required contractual obligations including federal requirements, this contract must include: a detailed scope of services; a listing of the actual accomplishments of the contract; and a timetable for all payments that will be made.

VI. OTHER PROGRAM REQUIREMENTS:

A. Management

Contractor will implement funded activities in accordance with the management plan contained in the approved Application unless modified by special condition. Contractor must hire, as employees, consultants or by administering agency contract, qualified personnel for each position included in the management plan and maintain the staffing levels, positions and functions specified in the plan throughout the period of performance of this Contract.

Any substantive change in the management plan requires prior written approval by the Department. "Substantive" shall mean a change in the number of grant management staff positions, full-time equivalency(ies), or personnel at the management, professional or technical levels of the organization. Contractor is obligated to notify the Department, in writing, of any such changes within ten (10) days of their occurrence and submit for approval an interim management plan, including a description of the process and expected timeframe for filling a vacancy.

The Department reserves the right to review personnel hiring decisions for CDBG-funded grant management positions such as community development director or administrator, program manager or housing rehabilitation specialist; and to review selection of contractors for contracted grant management services such as consultants or organizations procured through a competitive process.

Failure to provide resumes of final candidates with ranking and selection criteria of professional positions prior to formally offering the candidate, consultant or organization, a position or contract may result in suspension of the grant.

B. Budget Amendments

Internal budget amendments that do not affect the total grant award shall be in accordance with the Massachusetts CDBG Program Operations Manual and the CDBG/GMS.

C. Cost Allocation Plans

A detailed cost allocation plan must be submitted to and approved by the Department prior to its execution whenever the Contractor contracts for the management of any portion of its grant to certain organizations. Organizations covered by this condition include: regional planning agencies; local housing authorities; local redevelopment authorities; community development corporations; and non-profit housing agencies.

D. Pre-Contract Costs

If the Contractor has been authorized by the Department grant award letter to undertake certain activities and incur certain costs prior to the execution of this Contract, the Contractor warrants that it has undertaken only those activities and incurred only those costs so authorized and agrees that all work performed prior to entering into this Contract shall be subject to all the terms and conditions of this Contract.

E. Signage in Construction Projects

The Contractor acknowledges that local awareness of grant programs is essential to the success of the program and that identification of specific projects is important in enhancing local awareness. In order to identify the project which is the subject of this contract, the Contractor shall

erect a temporary sign and, if applicable, permanent signs, which acknowledge the funding source as follows: The U.S. Department of Housing and Urban Development and the Department of Housing and Community Development, Massachusetts CDBG Program.

F. **Publications**

All publications resulting from the program funded by this contract shall acknowledge funding by the U.S. Department of Housing and Urban Development and the Department of Housing and Community Development, Massachusetts CDBG Program.

G. **FOR HOUSING ACTIVITIES:**

1. **Affordable Housing Restriction** - Rehabilitation loans made under this Contract shall be secured by a mortgage on the subject property which includes language restricting rent levels in units occupied by low- and moderate-income tenants for so long as the loan is outstanding in the case of owner-occupied properties and for a minimum of fifteen (15) years in the case of investor-owned properties. For the purposes of this section, "owner-occupied" is defined as a property of no more than four (4) units, one of which is occupied by the owner. All other properties are considered "investor owned." All Affordable Housing Restrictions must clearly indicate the name and address of the municipality or entity that will be responsible for subordinations and discharges.

Rentals of units in any assisted property shall be further regulated in accordance with paragraph G. 2 below.

2. **Rent Limits** - Every owner of rental property that is to be rehabilitated with program assistance provided pursuant to this Contract shall be required to sign an agreement to maintain rents at affordable levels for a minimum of fifteen (15) years after the completion of the rehabilitation unless the loan is paid in full by an owner-occupant prior to this time. Such affordable rent agreement shall apply to units occupied by low- and moderate-income persons as well as units that are vacant at the time of the owner's application to the program. At the time of application, the owner shall certify that no tenant has been or will be displaced or relocated without due cause for the purposes of evading the terms of this agreement. At a minimum, the provision of this agreement shall include:

- I. Execution of a lease or other written notification which indicates: (i) the term of the rental agreement; and (ii) the maximum allowable rent to be charged for the subject unit. The Contractor shall also ensure that all tenants in affected units receive the above information in writing.

- II. Rent shall be calculated taking into account the owner's share of the cost of the rehabilitation as well as the operating expenses, but shall not exceed the lesser of the Section 8 Existing Housing Program Fair Market Rents as established by the U.S. Department of Housing and Urban Development (HUD) for the area pursuant to 24 CFR 888 or the High HOME Rents established by HUD pursuant to 24 CFR 92.252(a)(2). Thereafter, annual rent adjustments may not exceed the limits allowed by HUD in the annually published schedules of High HOME or Section 8 Existing Housing Program Fair Market Rents. In addition, the Contractor shall ensure that required displacement and relocation assistance is afforded to all eligible persons as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC section 4601-4655) and the HUD regulations at 24 CFR 570.606.

- III. The owner shall agree to notify the appropriate housing agencies of the availability of any units covered by the terms of this agreement, and shall not refuse to rent to tenants holding Section 8 Existing Housing Certificates, Massachusetts Rental Voucher Program Vouchers, or any other recognized housing voucher certifications except for good cause. If the Contractor is located within the Boston PMSA, the owner shall also agree to notify the City of Boston's Metrolist (Metropolitan Boston Housing Opportunity Clearing Center) which is

located at Boston City Hall, Boston, MA 02114-5996, of the availability of any units covered by the terms of this agreement.

The Contractor shall adhere to the Department-approved Recapture and Anti-Speculation Plan which includes a description of how it will ensure that the level of low- and moderate-income benefit and terms of affordability specified herein will be maintained. The description shall include the procedures by which it will monitor compliance with its rental agreement policy, including the designation of responsible staff person(s), method of monitoring compliance, and corrective actions to be taken by the Contractor in the event of non-compliance.

In addition, the Contractor will maintain records for each assisted unit regarding the rent levels and tenant's income level at the time of application, at the time of completion of rehabilitation, at the termination of the rental agreement, and at the time a new lease is executed, for the duration of the fifteen (15) year affordability term. The Director of the Department, if requested to do so in writing by the Contractor, may waive any of the above provisions of this section not required by law if the Contractor has demonstrated to the satisfaction of the Director of the Department that compliance with this condition would adversely affect the implementation of the Contractor's approved program.

3. **Participant Approval** - The determination of an individual's eligibility for program participation shall not be subject to the approval of any local governing body unless required by law. In these instances, the appropriate citation shall be provided to the Department, accompanied by a plan to protect the privacy of individuals and guarantee objectivity in the process. Any such plan shall be subject to Department approval.

4. **Code Violations** - General property improvements may not be undertaken unless specifically necessary to allow for correction of code violations. Housing activity funds shall not be released in support of general property improvements to any participant before all violations of Article II of the Massachusetts Sanitary Code in the subject property have been corrected.

5. **Single Case Waivers** - Contractor shall obtain prior DHCD authorization for projects the cost of which will exceed \$30,000 per unit, except in projects involving lead, barrier removal, septic, asbestos, historic preservation, for which the prior authorization of the Department will be required when projects exceed \$35,000 per unit in cost. Municipalities must request a Single Case Waiver from DHCD utilizing the appropriate Single Case Waiver form from the Mass. CDBG Implementation Manual. DHCD may also request additional documentation. Documentation must demonstrate need, reasonableness of costs and compliance with applicable federal and state requirements.

EXHIBIT A

DISCLOSURE FORM (To Be Completed and Signed by the Contractor)

The Contractor is required to complete and sign a *Certification Regarding Disclosure Requirements for Activities Receiving \$200,000 or More*. Following are guidelines for completing the form. For further clarification, consult HUD regulations at 24 CFR Part 4.

1. The attached Disclosure Form serves as the first of a series of reports. Updates showing any change to the original Disclosure Form shall be submitted quarterly, together with the Quarterly Reports. **If the parties are not known at this time, please type in "Parties with a financial interest not known at this time. The Contractor shall update and forward when appropriate." If it is clearly not applicable, type in "Not Applicable."**
2. This Disclosure Form covers identifying:
 - the assistance expected from other government sources in connection with the project or activity;
 - financial interest of persons in the project;
 - sources of funds to be made available for the projects; and
 - uses to which the funds are to be put
3. For purposes of this Disclosure Form, a **project** is an activity which was applied for and received \$200,000. For example, a housing rehabilitation program is a program, individual housing rehabilitation cases are **projects**; a water system rehabilitation project is a **project**, the program is a Public Facilities Program; a Public Social Services is a program, a **project** would be a provider or a group of activities; under the Community Economic Development Program, a Small Business Revolving Loan Program is a sub-program, individual cases are **projects**.
4. The \$200,000 threshold refers to a single project receiving CDBG funding equal to \$200,000 or more, or receiving less than \$200,000 in CDBG funds but anticipated to receive a total of \$200,000 in combined CDBG funds and other government (federal, state, or local) funds.

Large infrastructure projects are anticipated to be covered. Individual housing rehabilitation contracts, unless anticipated to be \$200,000 or more in combined government costs, are usually not covered. Small Business Loan Program pool funds, unless an individual loan is anticipated to be at \$200,000 or more in combined costs, are usually not covered.
5. Financial interest in a project includes, but is not limited to, equity, shares in profit on resale, any distribution of surplus cash or assets, or compensation for goods and services. The parties who must disclose their financial interest in a project include:
 - all developers, contractors, consultants involved in the application for the financial assistance, or in the planning, development, or implementation of the project;
 - all others with financial interest that exceeds \$50,000 or 10% of the assistance (whichever is lower).

Such a party may be an organization (e.g., a non-profit or a for-profit consulting group), or an individual. For organizations, please note that the name of each officer, director, and principal stockholder of the entity must be included in the Disclosure Form.

\$ of Project/Activity	\$ Paid to Party	Disclosure Form Applies?
Total grant is >\$200,000 - funded for a \$200,000 project	Does not matter	Yes
Total grant is >\$200,000 - no \$200,000 project cost	=, > \$50,000 < \$50,000	Yes No
Total grant is \$200,000, no line item is \$200,000	=, > \$50,000 (total, not just CDBG)	Yes
Total grant is \$200,000, no line item is \$200,000	=, > \$20,000, < \$50,000, (total, not just CDBG)	No
Total grant is >\$200,000, no line item is \$200,000	=, >, \$20,000, < \$50,000	No
Total grant is >\$200,000, no line item is \$200,000	=, > \$50,000 (total, not just CDBG)	Yes

Examples:

If an application was prepared by a consultant and contains a line item for \$200,000 or more, then the consultant is considered to be a party with financial interest in the project. (e.g.; if an application was submitted for \$800,000 and \$500,000 was awarded, and there is a line item that will result in a contract for \$200,000, the consultant who prepared the application will be considered a party with financial interest in the project).

If there is no single line item which costs at least \$200,000, but the total compensation provided to a consultant is \$50,000, the consultant will be considered a party with financial interest in the project.

If a consultant will be hired to implement a \$200,000 or larger grant program, the consultant will file this Disclosure Form.

If the entire grant is less than \$200,000 but the compensation is \$50,000 or more the consultant will file this Disclosure Form.

If the entire grant is less than \$200,000, and the compensation to the consultant is less than \$50,000, then the Chief Elected Official needs to certify that the Disclosure Form does not apply by indicating "Not Applicable" on the form.

6. Because a project's contract cost may not be known at this time, updates need to be provided to the Department. For ease in reporting, these updates need to be provided on a quarterly basis, at the same time that the Quarterly Activity Reports are filed. A form shall be forwarded to all Contractors before the end of the first quarter. This form shall be completed and signed by the Chief Elected Official and submitted with the Quarterly Report.

For any further questions, please contact your program representative at (617) 573-1400.

**EXHIBIT A: DISCLOSURE REPORT
FINANCIAL INTEREST IN PROJECT ASSISTED BY MASSACHUSETTS SMALL CITIES PROGRAM**

APPLICANT City of Amesbury

DATE _____

Any applicant (city or town government, or subgrantee) to this program which will receive or expects to receive in excess of \$200,000 from funds made available by the federal Department of Housing and Urban Development (HUD), to assist a project or which is expecting to receive less than \$200,000 from HUD but is seeking or receiving other government (federal, state or local) funds to assist a project, must submit this form, and submit updates as financial interests change.

Information on this form is designed to show the level of financial interest in a project (including, but not limited to, equity, shares in profit on resale or any distribution of surplus cash or assets, or compensation for goods or services) of parties in the following categories:

- 1) All developers, contractors, or consultants involved in the application for financial assistance, or in the planning, development, or implementation of the project or activity; and
- 2) All other parties with a financial interest that exceeds \$50,000 or 10% of the assistance (whichever is lower)

A. Alphabetical list of all persons with a reportable financial interest in the project or activity	B. Social Security Number or Employee ID Number	C. Type of Participation in Project/Activity	D. Financial Interest in Project/Activity

- A. Give the last name first (if entity, name of each officer, director, and principal stockholder) and include full address.
- B. Provide for each.
- C. This means the persons' specific role in the project (e.g. contractor, consultant, investor, etc.).
- D. Provide for each.

Certification
Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of the Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosure of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature 

Date 8/16/2016

THE COMMUNITY'S CHIEF ELECTED OFFICIAL MUST SIGN THIS FORM.

MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Community Development Fund I 2016

FY 2016

City of Amesbury

Attachment A III. G. 6. - Additional Special Conditions

Name: 1)

Type: Activity 4C Rehabilitation Loans/Grants \$638,625.00

Condition: Contractor shall certify to the Department that its Program Director and Housing Rehabilitation Specialist will consult regularly with local Weatherization Assistance Program(s) (WAP) regarding opportunities for cross-referral, cost-sharing and joint scheduling of projects. The goal is to accomplish energy efficiency and program/property owner cost savings through communication and coordination of rehabilitation and weatherization services.

Name: 2)

Type: Application

Condition: The Contractor shall certify that not more than \$257,250 of funds will be spent on activities in Merrimac in order to comply with the FY 2015 CDBG One Year Plan requirement that the percentage of funds assisting CDF II participants in a CDF I regional application may not exceed 35% of the total grant.