

**JOINT SELECTBOARD and BOARD OF HEALTH
MEETING NOTICE**

Due to COVID-19 Public Participation will be by:

Join Zoom Meeting: <https://zoom.us/j/96060371588>

Meeting ID: 960 6037 1588 **Password:** 827340

Dial into meeting: +1 646 558 8656 or +1 312 626 6799 or +1 301 715 8592

Monday, February 1, 2021

Topics may start earlier than specified, unless there is a hearing scheduled

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Board of Health Chair opens the meeting, roll call taken
3. 6:31 Approve Minutes:
 - Joint Selectboard and Board of Health: January 25, 2021
4. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
5. 6:35 COVID-19 Updates and Action Items
 - Consider reopening Town Offices to the Public
 - Update on Vaccine Distribution Planning
 - Review of any Updated State Guidance or Orders
 - Update on Montague COVID case counts and other summary data
6. 7:00 Brian McHugh, FCRH&RA
 - Execute Contract for FY20 CDBG Award
7. 7:10 February 25, 2021 Special Town Meeting
 - Letter from Town Moderator, Request for Remote Participation
 - Execute Contract with Option Technologies Inc., Virtual Voting System \$6,330
 - STM Planning and practice dates
 - Special Town Meeting Warrant – To Consider articles , votes may be taken
8. 7:30 FY21 and FY22 IT Resource Update
9. 7:40 Chestnut Hill Loop Bridge Replacement Project
 - Review of bid results
 - Consider Award of base bid and alternates to apparent low bidder
10. 7:50 Consider Decrease in member size of Police Advisory Community Engagement Committee

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- 11 8:00 COA Roof Bidding
- Projected Bid and Construction Schedule
 - Execute Procurement Services Contract with FRCOG
 - Execute Bid Support and Construction Oversight Contract with Chris Sawyer Laucanno
12. 8:10 Wendy Bogusz, Executive Assistant
- ABCC 2021 Seasonal Population Increase Estimation
13. 8:15 Town Administrator's Report
- Receipt of 253 Farmacy CY2020 Impact Fee, \$198,883
 - FY22 State Budget Updates
 - Opportunity to meet with Representative Blais and Senator Comerford
 - Topics not anticipated in 48 hour posting

Upcoming Meetings:

- Selectboard Meeting, **MONDAY, FEBRUARY 8, 2021, 6:30 PM** via Zoom

WendyB-Montague Board of Selectmen

From: StevenE - Montague Town Administrator
Sent: Tuesday, January 26, 2021 6:13 PM
To: WendyB-Montague Board of Selectmen
Cc: 'Chief John Zellmann'; Daniel Wasiuk; Chris Williams; Christopher Rice - Montague Building Inspector
Subject: Discussion of Possible Re-opening to the Public

Hi Wendy

Please feel free to enclose this communication with the Selectboard/Board of Health meeting materials for their joint meeting on February 1st.

As was shared at last week's Board meeting, after a spike in COVID cases in the weeks immediately following Thanksgiving, Montague's week to week case counts have dropped and stabilized, with our state-assigned COVID status no longer in the high risk category. The Emergency Management Team reviews figures for the latest two-week period each Monday morning and as of the writing of this email, they show a continuing decline in active cases over the past month, as below.

Two-Week Rolling Case Count

1/2	1/9	1/16	1/23	1/30
37	23	23	21	TBD

At that same meeting we advised the boards that we would bring the question of whether and when to re-open town buildings to managed public entry to their February 1 agenda. The EMT would recommend that any decision to open be implemented no sooner than the following Monday, to allow time to fully prepare, communicate, and re-implement all of our previously established COVID protocols.

A couple of additional notes:

1. The meeting agenda will be posted before we have data for the period ending January 30. Data for the 14-day period ending January 30 will be available Monday morning. Those counts could of course have a substantial influence on any decision. In any event, the EMT will continue to monitor these data closely and make recommendations to the boards at appropriate times.
2. With regard to **Town Hall**, in particular, regardless of the timing of any re-opening, our recommendation would be to return to the managed entry conditions that were in place and successful from July through early December. **Other Town buildings**, except where noted below, would also return to their previous protocols.
3. The **Libraries** may move toward re-opening on the same or a different timeline than town hall. They remain fully staffed and continue to operate a very popular curbside delivery program as well as digital outreach programming. The Library Director would be expected to bring e recommendation to re-open to public entry to the boards through the EMT.
4. There are no present plans to re-open the **Council on Aging** to in-person programming, though it remains staffed and is very engaged with its target population through a variety of advocacy and outreach activities.

Thanks - Steve

Steven Ellis
 Town Administrator
 Town of Montague

**FEMA**

January 22, 2021

MEMORANDUM FOR: Regional Administrators
Regions I – X

FROM: Keith Turi
Assistant Administrator
Recovery Directorate *92 0 02*

SUBJECT: 100 Percent Federal Cost Share for COVID-19 Vaccine Distribution
and Administration

On January 21, 2021, the President issued a *Memorandum to Extend Federal Support to Governors' Use of the National Guard to Respond to COVID-19 and to Increase Reimbursement and Other Assistance Provided to States*. This memorandum includes provisions related to the cost share for FEMA assistance under Public Assistance, Category B Emergency Protective Measures.

While we are still developing guidance to implement this memorandum, FEMA is leaning forward to ensure vaccine distribution and administration is expedited to the greatest extent possible. Therefore, FEMA will fund vaccine distribution and administration-related project worksheets and approved requests for vaccine-related direct federal assistance at 100 percent federal cost share for work conducted on and after January 21, 2021, until September 30, 2021.

Additional policy guidance implementing the Presidential Memorandum will be made available as soon as possible. For any questions about this memorandum, please contact Tod Wells, Deputy Director, Policy and Strategy, Public Assistance Division (tod.wells@fema.dhs.gov).

cc: David Bibb, Associate Administrator (Acting), Office of Response and Recovery
Melissa Forbes, Deputy Assistant Administrator, Recovery Directorate
Ana Montero, Director, Public Assistance Division
Tod Wells, Deputy Director, Policy and Strategy, Public Assistance Division
Frank Matranga, Deputy Director, Operations, Public Assistance Division

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Montague (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Housing and Community Development MMARS Department Code: OCD	
Legal Address: (W-9, W-4): 1 Avenue A, Turner Falls, MA 01376		Business Mailing Address: 100 Cambridge Street, Suite 300 Boston, MA 02114	
Contract Manager: Steven Ellis	Phone: 413-863-3200	Billing Address (if different): same	
E-Mail: townadmin@montague-ma.gov	Fax:	Contract Manager: Julissa Tavarez	Phone: 617 573 1407
Contractor Vendor Code: VC6000191893		E-Mail: Julissa.tavarez@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SC0CD322021820720000	
RFR/Procurement or Other ID Number: DHCD2020-19			
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		___ CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: ____ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> <u>Commonwealth Terms and Conditions</u> ___ <u>Commonwealth Terms and Conditions For Human and Social Services</u> ___ <u>Commonwealth IT Terms and Conditions</u>			
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 <u>815 CMR 9.00</u> . <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). \$ 675,519.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (<u>M.G.L. c. 29, § 23A</u>); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (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 will receive \$675,519 for housing rehabilitation assistance to 2 units, Avenue A streetscape improvements, design for Hillcrest playground improvements and to provide social services to include family counseling, recovery counseling, a meals program and youth services.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>1/1</u> , <u>2021</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>6/30</u> , <u>2022</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Richard Kuklewicz</u> Print Title: <u>Chair, Selectboard</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>Director</u>	



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

INSTRUCTIONS

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

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

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

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

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

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

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

Commonwealth Department Name: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

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

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager

(with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address for the Contract Manager will meet any requirements for legal notice.

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

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

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

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

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

NEW CONTRACTS (Left Side of Form):

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

Procurement or Exception Type: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

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

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

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

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

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status



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Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements; all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

Amendment Type: Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

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

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

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

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being

competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC), the Commonwealth IT Terms and Conditions (TC-IT), or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

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

PROMPT PAY DISCOUNTS

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



STANDARD CONTRACT FORM INSTRUCTIONS

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BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2021" or "FY2021-23"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2021" or "FY2021-23") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACT END DATE

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

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.

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

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

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

Department Name/Title: Legibly enter Authorized Signatory's name and title.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting



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discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

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

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

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and M.G.L. c. 11, §12 for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 CMR 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including Executive Order 147; M.G.L. c. 29, § 29F; M.G.L. c. 30, § 39B; M.G.L. c. 149 §§ 27C, 44C and 148B; and M.G.L. c. 152, § 25C.

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

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

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

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

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, M.G.L. c. 62C, § 49A, reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under M.G.L. c. 62E, withholding and remitting child support including M.G.L. c. 119A, § 12, TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

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

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

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and



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confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under M.G.L. c. 214, § 3B.

For all Contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c)

provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the Commonwealth's Terms and Conditions, the Commonwealth IT Terms and Conditions, or the Commonwealth Terms and Conditions for Human and Social Services. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

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

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); M.G.L. c. 149, § 27G (moving office furniture and fixtures); M.G.L. c. 149, § 27H (cleaning state office buildings or buildings leased by the state); M.G.L. c. 6C, § 44 (MassDOT relocation of utilities or utility facility); M.G.L. c. 7, § 22 (contracts for meat products and clothing and apparel); M.G.L. c. 71, § 7A (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations (M.G.L. c. 151 and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); M.G.L. c. 151A (unemployment insurance and contributions); M.G.L. c. 152 (workers compensation and insurance); M.G.L. c. 150A (Labor Relations); M.G.L. c. 153 (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination. Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C. § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); M.G.L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); the Public Accommodations Law M.G.L. c. 272, § 92A; M.G.L. c. 272, §§ 98 and 98A, Massachusetts Constitution Article CXIV and M.G.L. c. 93, § 103; 47 USC § 255 (Telecommunication Act); M.G.L. c. 149, § 105D, M.G.L. c. 151C, M.G.L. c. 272, §§ 92A, 98 and 98A, and M.G.L. c. 111, § 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.



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

Limitation of Liability. Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term "other damages" in Section 11 of the Commonwealth Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 of the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

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

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

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

the Contract.

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

EXECUTIVE ORDERS

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

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

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

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

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



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Executive Orders 523, 526 and 565, Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.). **Executive Order 526** (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). **Executive Order 565** (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 § 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Assistance Listing Number: 14.228
Project/Grant Number: B-20-DC-25-001
Federal Award Date

CDF and ME
FEDERAL FISCAL YEAR 2020

TOWN OF Montague GRANT # 00896

ATTACHMENT A – SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

I. INTRODUCTION

A. Contract

This Contract shall consist of the following documents:

- a. The Commonwealth Standard Contract Form
- b. The Commonwealth Standard Terms and Conditions
- c. Attachment A, Additional Terms and Conditions
- d. Attachment B, Approved Budget

B. **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.

C. **Scope of Services.** The Contractor agrees to perform the activities described in the Massachusetts CDBG grant application submitted on March 6, 2020, 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. The approved activities funded herein are not for R&D purposes. The Contractor's approved budget is attached hereto and made a part hereof as Attachment B.

D. **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 June 30, 2022 and a final quarterly activities report filed by July 31, 2022 (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. MODIFICATIONS AND DEFINITIONS

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

1. Section 2. PAYMENTS AND COMPENSATION (Commonwealth Terms and Conditions) "Federally authorized pre-contract costs (see 24 CFR 570.489(b)) shall be included in the maximum obligation and identified in Attachment B – Approved Budget."
2. Section 3. CONTRACTOR 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, the first clause of the second sentence shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.”

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 persons. 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 HUD and the Department for the Massachusetts CDBG Program. The Contractor shall cause any subgrantees and contractors 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. These include, but are not limited to, the requirements pertaining to Program Income located at 2 CFR §200.307, the requirements pertaining to Cash Management located at 2 CFR §200.305(b), and the requirements pertaining to Audits located at 2 CFR §§ 200.501 through 200.521.

The Contractor shall use its best efforts to ensure that it will not knowingly use Contract funds to purchase, or enter into contracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, the Contractor shall alert the Department as soon as possible and shall provide information on any measures taken to prevent recurrence.

- 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 such 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. **Domestic Preferences for Procurements.** Pursuant to 2 CFR §§ 200.322, the Contractor should, to the greatest extent practicable under this award and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Contractor shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this award.
- H. **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 any other certifications submitted by the Contractor 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 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. **Changes of Use of Real Property:**

Real property owned or controlled by units of local governments and improved with CDBG funds, may not have its use changed for a period of five years after the closeout of the grant that assisted the property unless the change of use is consistent with 24 CFR 570.489(j). Further, grantees will certify to DHCD on an annual basis that they are maintaining the original use of the building.
- 6. **Program Income:**

Contractor will track, report and utilize any and all program income generated through CDBG funded activities as described in Chapter 11 of the CDBG Operations Manual.
- 7. **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.
- 8. **Additional Special Conditions:**

IV. REPORTING REQUIREMENTS

The Contractor shall monitor the performance of all activities undertaken pursuant to this Contract to assure compliance with this Contract and the implementation schedule is being met, consistent with the schedule submitted with the 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/INTELLIGRANTS Grants Management System computer software (hereinafter "INTELLIGRANTS") 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 INTELLIGRANTS 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.** Pursuant to 2 CFR §200.501, if the Contractor has expended \$750,000.00 or more during their fiscal year in Federal awards, 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 HUD, the Contractor shall maintain data in INTELLIGRANTS for all contracts over \$10,000 for Minority-owned Business Enterprises 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. **Housing Activities Reporting.** For housing activities only, the Contractor shall submit to DHCD, via INTELLIGRANTS or other method required by DHCD, 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.

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, such 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 INTELLIGRANTS.

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 the following types of organizations: regional planning agencies; local housing authorities; local redevelopment authorities; community development corporations; non-profit housing agencies and other similar organizations.

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. Indirect Cost Rate

The Contractor may apply an indirect cost rate consistent with that submitted in the approved Application. Any revisions to the rate must receive prior written approval from the Department. Approved revisions are incorporated herein and made a part of this Contract. Described rates must comply with 2 CFR part 200.

F. 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.

G. 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.

H. Confidentiality

The Contractor shall hold all personal data, wherever obtained, including, without limitation from an individual and the Department in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form Instructions and Contractor Certifications, and all applicable Federal and State privacy and confidentiality laws and regulations, including without limitation, M.G.L.c.66A, "Massachusetts Fair Information Practices Act," M.G.L.c.93H, Security Breaches; M.G.L. c. 66 sec. 17A; 801 CMR 3.00: Privacy and Confidentiality; and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

Pursuant to the requirements of the Standard Contract Form Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction use, modification, disclosure, or loss.

The Contractor understands and agrees that only those employees who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized employees shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the Contractor acts as a holder of personal data and the Contractor certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c. 66 sec. 17A. 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)).

I. **For Housing Activities:**

1. **Affordable Housing Restriction** - All projects supporting the creation, preservation, and rehabilitation of rental and owner-occupied housing units must be affordable to Low- and Moderate-income persons for at least a fifteen (15) year period. Rehabilitation assistance for owner-occupied properties must be secured by a mortgage or lien on the subject property that restricts rent levels in Low- and Moderate-income units for a minimum term of fifteen (15) years from the date of rehabilitation completion or for as long as the loan is outstanding. Rehabilitation assistance for investor-owned properties must be secured by a mortgage or lien on the subject property and the affordability requirements must be secured by an **affordable housing restriction** provided and approved by DHCD on the subject property, which runs with the land and restricts rent levels in Low- and Moderate-income units for a minimum of fifteen (15) years from the date of rehabilitation completion. An "owner-occupied property" is defined as a property that contains no more than four (4) units, one of which is occupied by the owner. All other properties are considered "investor-owned properties."

Rentals of units in any assisted property shall further meet the requirements outlined in paragraph I. 2 below.

2. **Rent Limits** – Owners of rental property 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, in the case of owner-occupied properties, 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 such agreement. At a minimum, such agreement shall include the following provisions:

- I. The owners shall agree to enter into a lease agreement with tenants which will include (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 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 § 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 or the subject property is located within the Boston-Cambridge-Quincy PMSA, the owner shall also agree to list all of the Low- and Moderate-income units with the Boston Fair Housing Commission MetroList (Metropolitan Housing Opportunity Clearing Center).

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 the Contractor 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 Low- and Moderate-income unit regarding the rent and tenant's household income 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 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 shall not be permitted unless specifically needed to correct violations of Article II of the Massachusetts Sanitary Code.

5. **Single Case Waivers** - Contractor shall obtain prior DHCD authorization for projects the cost of which will exceed \$35,000 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 \$40,000 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. Prior to authorization, DHCD may also request additional documentation from Contractor to 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 identifies:
 - 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 of the funds.
3. For purposes of this Disclosure Form, a **project** is an activity which was applied for and received \$200,000 or more. For example, under a housing rehabilitation program, individual housing rehabilitation cases are considered **projects**; under a Public Facilities Program is a program, a water system rehabilitation project is considered a **project**; under a Public Social Services program, a provider or a group of activities is considered a **project**; under the Community Economic Development Program, while a Small Business Revolving Loan Program is considered a sub-program, individual cases are considered **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.

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

FOR MUNICIPALITIES, THE COMMUNITY'S CHIEF ELECTED OFFICIAL, AND, FOR NON-MUNICIPALITY ENTITIES, THE CHIEF EXECUTIVE OFFICER, EXECUTIVE DIRECTOR, OR MANAGER, MUST SIGN THIS FORM.

MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Community Development Fund 2020

Town of Montague

Attachment A III. H. 8. – Additional Special Conditions

1. Contractor will amend its FY2020 grant budget to add program income funds to the housing rehabilitation line item.
2. Contractor will submit for the Department's approval a revised Anti-Speculation and Recapture Plan to include details on the recapture provisions for "Investor Owners".
3. 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.

Original Budget Summary

PROGRAM/PROJECT/ACTIVITY		CDBG FUNDS (\$)	OTHER FUNDS
1	PROPERTY ACQUISITION	\$0	\$0
2	CLEARANCE/DEMOLITION	\$0	\$0
3	RELOCATION (Permanent)	\$0	\$0
4	HOUSING REHABILITATION	\$142,230	
A	Program Delivery	\$22,230	\$0
B	Unit Development/Creation	\$0	\$0
C	Rehabilitation Loans/Grants	\$120,000	\$0
D	Other	\$0	\$0
5	COMMUNITY ECONOMIC DEVELOPMENT	\$0	
A	Program Delivery	\$0	\$0
B	Acquisition	\$0	\$0
C	Commercial Improvements (Signs/Facades)	\$0	\$0
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	Mirco enterprise Assistance	\$0	\$0
6	PUBLIC FACILITIES/INFRASTRUCTURE	\$371,355	
A	Program Delivery	\$45,836	\$0
B	Streets and Sidewalks	\$0	\$0
C	Parks and Recreation	\$0	\$0
D	Neighborhood Facilities	\$0	\$0
E	Parking	\$0	\$0
F	Water	\$0	\$0
G	Sewer	\$0	\$0
H	Drainage	\$0	\$0
I	Architectural Barriers	\$0	\$0
J	Other	\$313,699	\$0
K	Design only (architectural and engineering)	\$11,820	\$0
7	PLANNING	\$0	
8	PUBLIC SOCIAL SERVICES	\$88,555	
A	Program Delivery	\$8,555	\$0
B	Program Costs	\$80,000	\$0
	Youth Services (\$20000), Elder Services (\$20000), English for Speakers of Other Languages (ESOL) (\$20000), Substance Abuse Counseling (\$20000)		
9	GENERAL ADMINISTRATION	\$73,379	\$0
	TOTAL PROGRAM COSTS	\$675,519	\$0

Award Amount: \$0



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

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

Mr. Richard Kuklewicz
Chairman, Board of Selectman
Town of Montague
1 Avenue A
Montague, MA 01376

Dear Chairman Kuklewicz:

On behalf of Governor Charles D. Baker and Lt. Governor Karyn E. Polito, I am pleased to award the Town of Montague an FY 2020 Community Development Fund grant in the amount of up to \$675,519 from the Massachusetts Community Development Block Grant (CDBG) Program. Congratulations on being one of the successful applicants.

This award is contingent upon the execution of a CDBG grant contract between the Department of Housing and Community Development (DHCD) and the U.S. Department of Housing and Urban Development, as well as on the Town of Montague's execution of a grant contract with DHCD and the satisfaction of its special conditions and requirements. We will send your grant contract to the contact person identified in your application. The Town of Montague may incur pre-agreement costs for administrative and other start-up costs not subject to 24CFR Part 58, Environmental Review, as of January 1, 2021.

All grantees will be provided guidance regarding grant administration and contract requirements. This will help ensure that all grantees understand their contractual and regulatory obligations before proceeding with activities for which DHCD has authorized grant funding. If you have any questions concerning this award, please contact Mark Southard, Community Development Manager, Division of Community Services, at (617) 573-1436.

Congratulations once again. I look forward to working with you to address the Town of Montague's community development needs.

Sincerely,

Jennifer Maddox

Jennifer Maddox
Undersecretary, DHCD

cc: Please see attached list for those receiving copies of this letter

Settlement & Release Statement of Expenses

Agency/ City/ Town Name:

Town of Montague

Insert Start Date Here:

1/1/21

Insert latest signature Date here:

List expenses with amounts and total:

\$0.00

Richard Kuklewicz, Chair, Selectboard

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): Richard J. Kuklewicz

Title: Chair, Selectboard

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, _____ (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:

_____, 20 ____.

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

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME : Town of Montague
CONTRACTOR VENDOR/CUSTOMER CODE: VC600191893

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
	Chair, Selectboard
	Clerk, Selectboard
	Vice Chair, Selectboard

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: Chair, Selectboard Telephone: 413-863-3200

Fax: 413-863-3231 Email: selectscity@montague-ma.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.

7A
January 27, 2021

Hon. Richard Kuklewicz and
Members of the Select Board
Montague Town Hall
One Avenue A
Turners Falls, MA 01376

Re: February 25, 2021 Special Town Meeting – Request for Remote Participation

Dear Members of the Select Board:

Having determined that it is not possible to safely assemble the Town Meeting Members and interested members of the public in a common location for the conduct of the Special Town Meeting scheduled for February 25, 2021, in accordance with Chapter 92 of the Acts of 2020, I request that the Select Board call said Special Town Meeting to be held via remote participation, including, but not limited to, by means of a video or telephone conferencing platform. I have conferred with Steve Ellis, local disability commission, to confirm federal Americans with Disabilities Act compliance for such remote participation Meeting.

The Meetings will be conducted using the Zoom webinar and OTI virtual voting platforms. I certify that: (A) I have tested the video or telephone conferencing platform; and (B) the platform satisfactorily enables the Town Meeting to be conducted in substantially the same manner as if the Meeting occurred in person at a physical location and in accordance with the operational and functional requirements set forth in Section 8 of Chapter 92 of the Acts of 2020.

I look forward to your favorable response to this request in the interest of protecting public health and safety.

Sincerely,



Christopher Collins
Town Moderator

Gregg Corbo recommends the following motion:

I move, pursuant to the written request by the Town Moderator for remote participation at Town Meeting and in accordance with subsection (a) of Section 8 of Chapter 92 of the Acts of 2020, that the Board vote that the Special Town Meeting scheduled for February 25, 2021 shall be held remotely by means of the Zoom webinar and OTI virtual voting platforms as requested by the Moderator.



SERVICE PROPOSAL

Proposal # FLAQ52588-01

Date 01/28/21

Direct inquires to: Mark Fite

Voice: 407-872-3333

Fax: 407-872-3330

email: mfite@optiontechnologies.com

Proposal For:

Wendy Bogusz

Town of Montague

1 Avenue A, 2nd Floor

Turner Falls MA 01376

(413) 863-3200 x108

wendyb@montague-ma.gov

Situation Analysis

Wendy Bogusz with the Town of Montague has asked Option Technologies to provide a proposal for the OptionPower Council Voting system to facilitate voting by precinct representatives at a virtual town meeting conducted via Zoom.

The Town of Montague needs a solution that will efficiently gather votes from a group of 128 representatives on yes/no/abstain questions and immediately display tabulated results. This solution will reduce the amount of time required for voting and tabulation of votes and will provide a roll-call based record of each virtual vote.

Meeting Date: February 25, 2021 - 6 PM to 11 PM

Practice Session #1: February 18, 2021 - 7:00 PM

Practice Session #2: February 20, 2021 - 10:00 AM

Host Location: Town Hall, Select Board Chambers

of Participants: 128

of Use Days: 1

To accomplish these virtual meeting needs, Option Technologies International will provide a complete turnkey solution including two on-site Interactive Technicians, primary and back-up control computers, monitors, video distribution equipment and VVoter web polling system. Our personnel set-up all technology, work with Town personnel to distribute VVoter log-in credentials, run the system during each meeting session, provide data reports post-meeting, and strike the system at the conclusion of each session.

The OTI representatives will be available to meet with the Moderator and Clerk, prior to, and after, the public voting session. All support services provided by the OTI representative will fall within the specified hourly schedule described in this proposal. The solution we propose uses our unique Council Voting Module which provides the option of displaying the voting results by each representative on screen along with tabulated voting results and pass fail indicator tied to specific vote quantum associated with each article or motion. The Council Voting Module also provides a simple request to speak system that can be used by meeting members to indicate they wish to be recognized.

After the meeting session, our OTI technician will provide you with meeting data in a digital format. This will include a copy of all interactive slides with response graphs, as well as Microsoft Excel based reports that are easy to read and share with Town leaders.

This rental package includes access to the OTI VVoter system for up to 128 meeting participants. Using a special session ID attendees will be able to use their web browser to log-in and respond to voting questions in real time. The system will support immediate polling of YES/NO/ABSTAIN responses for articles and motions.

VVoter provides a comprehensive set of tools to support virtual parliamentary debate. Voters in a virtual meeting (e.g. Zoom) can see informational slides and voting questions and participate in real time. They use a secure log-in credential to join the session. VVoter tracks roll-calls and links all votes to the voter roster, including a

roster in Precinct order.

This proposal includes our unique Council Voting Module which provides the option of displaying the voting results by each representative on screen along with tabulated voting results and pass fail indicator tied to specific vote quantum associated with each article or motion.

The Council Voting Module also provides a request to speak system (RTS) that goes beyond the limitations of the "hand raise" function in Zoom. It captures the type of parliamentary request as well as a time stamp associated with the name of the town meeting member. This helps the Moderator conduct a fair and orderly virtual town meeting debate.

This proposal includes one virtual practice/rehearsal session prior to the actual town meeting to help orient town meeting members to the technology.

Cancellation and/or reduction of voting days: Actual costs for shipping, travel and system prep will be assessed if of cancellation occurs less than 30 days prior to the meeting.

Option Technologies has been a leading provider of interactive technology for more than 36 years. Our approach has been refined over thousands of meetings with a wide variety of organizations and municipalities. We look forward to enhancing your Town Meeting with powerful interactive voting technology combined with great client service.

System Components

Quantity	Days	Description	Price	Ext. Price
OptionPower/VVoter Web Polling System Rental - Virtual Town Meeting - February 2021				
1	1	OptionPower Software, Primary and Backup Base Station		
1	1	VVoter Web Polling Software Event License - up to 128 Participants		
2	1.5	Professional Services, Evening Meeting		
1	1	Travel/Local Delivery		
SubTotal				\$5,945.00
1		Additional Practice Session - February 20	\$385.00	\$385.00
				<hr/> \$6,330.00

Terms and Conditions

Agreement: This proposal is good for 30 days from the above date. This agreement contains the final and entire agreement between the parties and supersedes any and all prior and contemporaneous, oral and written agreements, proposals and understandings. In no event shall seller be liable for any incidental or consequential damages. Seller's maximum liability under this contract shall be limited to the purchase or rental price of the contract.

Client agrees to control radio equipment operating in and adjacent to the meeting room to provide sufficient bandwidth on the 2.4 gigahertz band for OTI equipment to operate without interference that degrades or restricts performance of same.

Payment Terms: A deposit of 50% is due upon confirmation of proposal. Final payment in full is due Net 30. The undersigned officer/manager agrees to submit payment in full for all invoices on receipt of invoice. As a condition of the sales, service or rental agreement, a monthly service charge of the lesser of 1½% or the maximum permitted by law will be added to all past due accounts, in addition to all collection costs and reasonable legal fees.

Option Technologies International, LLC accepts Company checks along with the following credit cards: Visa, MasterCard and American Express.

Remit all payments to; Option Technologies International, LLC, 4303 Vineland Rd, Suite F2, Orlando, FL 32811-7372
Attn: Accounts Receivable

Cancellation Policy for Rentals: Notice of cancellation must be received in writing. Option Technologies International reserves the right to assess a penalty of up to 50% of fees on orders cancelled within 30 days of meeting date. Customer is responsible for full rental fee, as well as all incurred costs for cancellations within 10 business days of the meeting date.

Liability: Lost or damaged keypads and/or Base Stations will be billed to the client at current rates. OTI will credit back the charges if the keypads are returned within 30 days of the event. If rental equipment is not returned to OTI rental inventory within 3 business days of your event's end, client will be invoiced for each additional day out, plus a 20% per day late fee.

Confirmation: OTI cannot guarantee availability of equipment until a signed agreement or purchase order has been received and accepted by our company.

Authorized Client Signature:

Accepted by Option Technologies International, LLC:

Signature: _____

Signature: _____

To confirm this agreement, return a copy by email indicating your acceptance, or sign below and fax

to: Mark Fite

Fax # 407-872-3330

Proposal #

FLAQ52588-01

7B

CONTRACT
BETWEEN
TOWN OF MONTAGUE AND
OPTION TECHNOLOGIES INTERNATIONAL, LLC TO
FACILITATE REMOTE VOTING FOR VIRTUAL TOWN MEETING

THIS CONTRACT, entered into this 25th day of January 2021 between the Town of Montague, acting by and through its Selectboard, 1 Avenue A, Turners Falls, MA 01376, (hereinafter called the "TOWN") and Option Technologies International, LLC, 4303 Vineland Road, Suite F2, Orlando, Florida 32811 (the "Consultant") (together, the "Parties"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. THE WORK

The Consultant shall in a satisfactory and proper manner, consistent with generally accepted standards of professional skill and care, perform certain services as described in the Scope of Services attached hereto as Exhibit A and made a part hereof (the "Work"). This Contract, Exhibit A thereto, constitute the entire Contract between the Parties concerning the Work.

The Work includes certain services as outlined below:

- Facilitate Remote Voting for Town Meeting, February 25, 2021
- Virtual Assistance in Practice Sessions: February 18 and February 20, 2021

The Consultant shall perform all of the Work utilizing qualified and competent personnel in accordance with the standards of care, skill and diligence, consistent with recognized and sound professional practices and procedures and the requirements of the Contract and shall be responsible for ensuring that any such personnel timely perform and complete the Work. The Consultant shall be wholly and solely responsible for all acts of its personnel while engaged in the Work. Any illegal acts by Consultant, its employees or any subconsultant shall be considered grounds for finding Consultant in default and terminating the Contract or requiring that a new employee of the Consultant be assigned to the Town by Consultant, in addition to other rights or remedies available to the Town under applicable law.

If the Work provided by Consultant fails to conform to the standards set forth above, Consultant shall, if requested in writing by the Town, promptly do the following at its sole cost and expense:

- A. Correct or re-perform the non-conforming Work;
- B. Refund to the Town such amounts as were paid by the Town for such non-conforming portions of the Work

II. TIME OF PERFORMANCE

The Work is to commence upon the issuance of a Purchase Order and shall be undertaken and completed in such sequence as to assure its expeditious completion as described in the attached Exhibit A, but in any event all Work hereunder shall be completed by March 1, 2021 unless otherwise agreed to in writing by the Town.

Any delay or failure of the Town or Consultant in the performance of required obligations hereunder shall be excused if and to the extent caused by a force majeure event, including, but not limited to, fire, flood, severe weather (e.g. , significant thunder storms, hurricane conditions), explosion, riot, war, sabotage, national crisis, epidemic, or labor strikes or other causes beyond the reasonable control or without the fault or negligence of the Town or Consultant, as long as such force majeure event is beyond the party's reasonable control, said party uses every reasonable effort to mitigate such delay or failure, and said party provides prompt Written or email notice of such delay or suspension to the other party. No fee shall be payable under the Contract for any day upon which this engagement is delayed, suspended, or cancelled by reason of a force majeure event.

III. COMPENSATION AND METHOD OF PAYMENT

A. Compensation

The Town shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Contract, a price not to exceed FIVE THOUSAND NINE HUNDRED FORTY FIVE (\$5,945.00) DOLLARS (the "Contract Price").

The Consultant agrees to reduce the invoice issued to the Town for all amounts that the Town determines was not properly due to the Consultant under this Contract. If the term of this Contract extends beyond the current fiscal year, the continuation of the Contract shall be subject to annual appropriation or other availability of sufficient funds to support continued performance. In the absence of such finding, the Town shall cancel this Contract, with no further liability of any kind to Consultant.

Approval or payment by the Town shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such an approval or payment be deemed to be an assumption of responsibility or liability by the Town for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents, and consultants.

B. Method of Payment

The Town shall make payments within fifteen (15) days after its receipt of an invoice from Consultant.

IV. LIABILITY OF THE TOWN

The Town's liability hereunder shall be to make all payments when they shall become due, and the Town shall be under no further obligation or liability of any kind whatsoever. Nothing in this Contract shall be construed to render the Town or any elected or appointed official, employee, or volunteer of the Town, or their successors, personally liable for any obligation under this Contract.

V. INDEPENDENT CONTRACTOR

Consultant acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Contract and shall not be considered an employee or agent of the Town for any purpose. Consultant shall not represent or purport to represent that it speaks for the Town without the Town's express written consent in advance. Consultant shall not use the Town's seal or Town letterhead without the Town's express written consent in advance. The Consultant is not by virtue of the Contract authorized to incur any indebtedness or liability on the part of the Town, to pledge the credit of the Town, or to bind the Town in any manner, beyond those obligations incurred by the Work done in a timely and proper manner.

VI. INSURANCE

From the commencement through the completion of all Work, Consultant shall provide and maintain at its own expense insurance policies issued by insurance companies eligible to issue policies in the Commonwealth of Massachusetts and acceptable to the Town that meet or exceed the requirements listed herein:

- A. Workers Compensation and Employers Liability Insurance to the extent required by the Commonwealth of Massachusetts.
- B. Comprehensive General Liability Insurance, covering all operations to be performed under the Contract, with minimum limits of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit; and
- C. Professional liability insurance for damages incurred by reason of my negligent act, error or omission committed or alleged to have been committed by Consultant in the amount of \$1,000,000 per claim and in the aggregate.
- D. Automobile Insurance
Comprehensive Automobile-Liability Insurance, including Employers Non-Ownership and Hired Car Coverage protecting the Town against Automobile claims whether on or off the project site with Bodily Injury limits of not less than \$500,000 per person and \$1,000,000 per occurrence and Property Damage limits of not less than \$100,000 per occurrence.

All certificates and policies required under this Section shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled before the expiration date thereof, the issuing company shall mail thirty (30) days prior notice thereof to the named certificate holder and to the Town of Montague, 1 Avenue A, 2nd Floor, Turner Falls, MA 01376, before such cancellation or amendment shall take place."

Consultant shall provide the Town prior to commencement of the Work with insurance certificates for all coverages required in the Contract and naming the Town as an additional insured on all general liability coverages.

Consultant shall waive all rights of recovery against the Town for any loss or damage covered under those policies referenced in this Section VIII.

VII. MAINTENANCE OF RECORDS

The Consultant shall maintain accounts and records, including personnel property, and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the Town. These records will be made available for inspection and audit purposes to the Town and any authorized representative and will be retained for six years after the expiration of this Contract unless written permission to destroy them is granted by the Town. The Consultant also agrees to take all necessary steps to assume all responsibility for safeguarding its assets and records.

Consultant shall hold all information the Town provides to it and which has been identified as "CONFIDENTIAL" in confidence, unless the Consultant obtains written permission from the Town to disclose such information, and shall comply with all applicable federal, state, and local data security laws, including without limitation M.G.L. c. 93H and 201 CMR 17.00, to the extent applicable. Consultant shall use commercially reasonable efforts to ensure the security of information provided by the Town. The requirements of this section shall not apply to information that (i) was lawfully known to Consultant prior to the date of this Contract; (ii) was lawfully obtained by Consultant from a third party without any obligation of confidentiality; (iii) is or becomes part of the public domain, except by breach of this Contract; (iv) is possessed or developed by Consultant independently and apart from this Contract; or (v) is required to be disclosed pursuant to any statutory, regulatory or judicial requirement or other legal compulsion or laws.

VIII. COMPLIANCE WITH LOCAL STATE AND FEDERAL LAWS

Consultant shall comply with all provisions of any federal, state, and local law, rule, regulation or order applicable to the Work, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of the Work. Consultant shall indemnify and hold the Town harmless for and against all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of Consultant to comply with this section.

IX. CONFLICTS OF INTEREST

No official or employee of the Town of Montague, or its designees or agents, no member of the governing body of the locality in which the project is situated, and no other public officials, members,

officers, or employees of the Town of Montague, or its designees or agents, no members of the governing body of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his tenure or for one year thereafter, have any interest, direct or indirect, in any agreement, contract or subcontract, or the proceeds thereof, for any of the Work. The Consultant shall incorporate, or cause to be incorporated, in all its agreements, contracts, and subcontracts, a provision prohibiting such interest pursuant to this section.

Consultant understands that the Massachusetts Conflict of Interest Law, G.L. c. 268A, applies to Consultant with respect to the services required to be provided under this Contract. Consultant and its officers, employees, agents, sub-contractors, and affiliated agencies shall not participate in any activity that violates that statute.

X. DISCRIMINATION

- A. No person shall, on the ground of race, color, sex, sexual orientation, national origin, or any other grounds prohibited by law, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- B. During the performance of this Contract, the Consultant agrees as follows:
 - 1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, national origin, or any other grounds prohibited by law. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to such categories. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
 - 2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, sexual orientation, national origin, or any other grounds prohibited by law.

XI. TERMINATION

A. Termination for Cause

If at any time during the term of this Contract the Town determines that Consultant has breached the terms of this Contract by negligently performing the Work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the Work to the satisfaction of the Town consistent with generally accepted standards of professional skill and care, or by

otherwise failing to perform this Contract in accordance with all of its terms and provisions, the Town shall notify Consultant in writing stating therein the nature of the alleged breach and directing Consultant to cure such breach within ten (10) business days. If Consultant fails to cure said breach within ten (10) business days, the Town may, at its election at any time after the expiration of said ten (10) business days, terminate this Contract by giving written notice thereof to Consultant specifying the effective date of the termination. Upon receipt of said notice Consultant shall cease to incur additional expenses in connection with this Contract. Upon the date specified in said notice, this Contract shall terminate. In no event shall the consultant be liable for any incidental or consequential damage. Consultant's maximum liability under this contract shall be limited to the purchase or rental price of the Contract. Upon such termination, Consultant shall be entitled to compensation for all work completed in accordance with the terms of this Contract prior to the termination date subject to the Town's right to withhold compensation under this Contract.

XII. SEVERABILITY OF PROVISIONS

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

XIII. ENTIRE AGREEMENT, AMENDMENT

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations, and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

XIV. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Contract, in whole or in part, without the prior consent of the Town, which may be withheld in its sole discretion except that Consultant may assign its right to collect payment as required by its lender agreements.

XV. MISCELLANEOUS

A. Successor and Assigns

This Contract is binding upon the Town and Consultant, their successors, assigns, agents and legal representatives.

B. Notice

All notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by reputable delivery service, to the parties at the addresses set forth on Page I or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if mailed, when deposited

with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

C. Governing Law and Venue

This Contract shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, regardless of its choice of law rules, and Consultant submits to the jurisdiction of any appropriate federal or state court in the Commonwealth of Massachusetts for the adjudication of disputes arising out of this Contract.

D. Certifications of Consultant

By entering into this Contract, Consultant certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A, that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.

E. Waiver

The Town's or Consultant's failure to exercise, or delay in exercising, any right or remedy under any provision of this Contract shall not constitute a waiver of such or remedy.

F. Counterparts

This Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have entered into this Contract on the date first written above.

APPROVED:

Date: _____

Selectboard Chair, Town of Montague

APPROVED AS TO AVAILABILITY OF FUNDS:

Date: _____

Town Accountant, Town of Montague

OPTION TECHNOLOGIES INTERNATIONAL, LLC

Date: _____

Mark A. Fite

General Manager

Exhibit A

TD

**SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
February 25, 2021 6:30pm**

Franklin, ss.

To either of the Constables of the Town of Montague in the County of Franklin:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet remotely, via Zoom Webinar at 6:30 P.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1: To see if Town Meeting will consent to conduct this Special Town Meeting remotely with the aide of Zoom Webinar and Options Technology Inc. virtual voting technology.

(Moderator Request)

ARTICLE 2: To see if the Town will vote to change the scope of Article 29 from the May 2017 Annual Town Meeting, to include crack sealing and painting of the Unity Park Basketball Court or pass any other vote or votes in relation thereto.

(Parks & Recreation Request)

ARTICLE 3: To see if the Town will vote to amend Schedule II of the June 13, 2020 Annual Town Meeting by increasing the stipend for the Emergency Management Director from \$5,765 to \$7,500, or any other amount, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 4: To see if the Town will vote to increase the FY21 Information Technology budget by \$12,000, or any other amount, or pass any other vote or votes in relation thereto.

(IT Coordinator Request)

ARTICLE 5: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$215,000, or any other amount, for the purpose of replacing the WPCF's current gas chlorination system with a liquid sodium hypochlorite disinfection system, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(WPCF Request)

ARTICLE 6: To see if the Town will vote to authorize the Selectboard to enter into a lease purchase agreement in accordance with the provisions of G.L. c.44, §21C for a period in excess of three years for the lease and purchase of a sludge dewatering press and any equipment or expenses related thereto, and to raise and appropriate, transfer from available funds or otherwise provide the sum of \$70,000, or any other amount, for the first year payment of such agreement, or pass any vote or votes in relation thereto.

(WPCF Request)

ARTICLE 7: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$77,150, or any other amount, for the purpose replacing the Chestnut Hill Loop Bridge, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Planning Department Request)

ARTICLE 8: To see if the Town will vote to authorize borrowing in the amount of \$1,450,000 or any other sum to pay for the purchase of three parcels and any costs related thereto, including three parcels of land located in the Village of Turners Falls and the Town of Montague, Massachusetts, identified as follows:

- (a) a parcel of land located at 24 Industrial Boulevard, containing 2.99 acres, more or less, and described in a deed recorded with the Franklin Registry of Deeds in Book 4042, Page 68;
- (b) a parcel of land located at 36 Industrial Boulevard, containing 5.26 acres, more or less, and described in a deed recorded in Book 5034, Page 49; and
- (c) a parcel of land located at 40 Industrial Boulevard, containing 2.14 acres, more or less, and described in a deed recorded in Book 1259, Page 683.

ARTICLE 9: To see if the Town will vote to authorize borrowing in the amount of \$68,000, or any other amount, to make necessary improvements and upgrades to the aviation Fueling Station located at 40 Industrial Boulevard, subject to the Town's purchase of said property, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 10: To see if the Town will vote to authorize borrowing in the amount of \$370,000, or any other amount, to construct an eight (8) bay T-Hangar located at 24, 36 and/or 40 Industrial Boulevard, subject to the Town's purchase of said property, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$39,800 for the purposes of increasing the Fiscal Year 2021 Airport operating budget, or pass any vote or votes in relation thereto.

(Airport Commission Request)

Given under our hands this ____ th day of February in the Year of Our Lord Two Thousand and Twenty One.

Michael Nelson

Christopher M. Boutwell, Sr.

Richard Kuklewicz, Chairman
Selectmen, Town of Montague

Franklin, ss Montague, MA February ____, 2021

Pursuant to the within warrant, I have warned the Inhabitants of the Town of Montague by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least fourteen days before said meeting as within directed.

Constable of Montague

COMPANY	BASE	ALT 1	TOTAL
A.J. Virgillio	365,788.00	15,095	380,883.00
Baltazar	456,000.00	13,000	469,000.00
Kodiak	457,500.00	13,000	470,500.00
Clayton Davenport Trucking	494,402.50	12,000	506,402.50
Construction Dynamics	626,500.00	16,200	642,700.00
Warner Bros.	676,077.50	12,845	688,922.50
E.T. & L. Corp.	682,000.00	7,000	689,000.00
New England Infr.	864,250.00	10,500	874,750.00

Town of Montague Chesnut Hill Loop Bridge
Opened Tuesday, January 26, 2021 at 2pm

Selectboard Minutes of 8/31/20:

Police Advisory Group Appointments

- Move to set voting membership of ad hoc police advisory groups at eight members per group, inclusive of one voting Selectboard member per group
- Consider and make any appointments as recommended by the Chair

Equity of Use of Force	Community Engagement
David Bulley	Denise Aiken
Arial Elan	Joanna Mae Boody
Faith English	Kathy Burek
Elliot Ezcurra	Natan Cohen
Deborah Ruth Frenkel	Thomasina Hall
Richard Hall	Kwamane Harris
Maddox Sprengel	Chris Pinardi
Rich Kuklewicz (SB)	Michael Nelson (SB)

Boutwell informed the board that he received correspondence over the weekend that one group has 2 long term residents on it and they felt that it should be split with one resident on each committee.

Kuklewicz states that this committee will follow the open meeting law.

Ellis reiterates the groups focus and guidance given from the June 29th Selectboards meeting

Nelson makes the motion to endorse the slate of candidates as proposed by the Chair in consultation with the Advisory Group to put together the two police review committees in regards to equity of use of force and community engagement as has been presented. Seconded by Kuklewicz, approved. Nelson - Aye, Kuklewicz - Aye, Boutwell - Abstain
 Boutwell won't second the motion as he feels it wasn't done right.



Franklin Regional Council of Governments

11B

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN

THE FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

AND

THE TOWN OF MONTAGUE

for COUNCIL ON AGING ROOF CONSTRUCTION BID

This Agreement is made this _____ day of **FEBRUARY, 2021**, by and between the Franklin Regional Council of Governments or its successors or agents, hereinafter referred to as the FRCOG (whose primary place of business is 12 Olive Street, Suite 2, Greenfield, MA 01301, ph 413-774-3167) ; and the Town of Montague, acting by and through its Board of Selectmen, hereinafter referred to as the "Town" (1 Avenue A, Turners Falls, MA 01376 attn: Steve Ellis, Town Administrator 413-863-3200 x 110

WITNESSETH THAT:

WHEREAS, the Town is a member of the Franklin Regional Council of Governments, and the Town has determined that there is a need to obtain professional assistance for procurement beyond the scope of the collective bid program; and

WHEREAS; the Town has appropriated funds to procure contracted procurement services under the direction of its Board of Selectmen; and

WHEREAS; the FRGOC through its Purchasing Program is willing to provide technical assistance to the Town:

NOW, THEREFORE, in consideration of the forgoing premises, which are hereby incorporated into and hereby made part of the terms and conditions of this Agreement and the mutual covenants hereinafter set forth, it is agreed as follows:

I. TERM OF AGREEMENT

The FRCOG and the Town agree that the FRCOG, acting by and through the Purchasing Program will provide all agreed upon services for the Town in a professional and timely manner during the period JANUARY 21, 2021 through APRIL 15, 2021 (hereinafter referred to as the period of the contract).

II. ENGAGEMENT OF THE FRCOG

The Town hereby engages the FRCOG, acting by and through the Purchasing Program, for the purposes of providing procurement technical assistance to the Town. The FRCOG, and its agents, hereby agree to act in a professional and timely manner, in the best interest of the Town, and in conformity with all applicable federal,

state, and local laws, rules and regulations, and as directed by the Board of Selectmen or their designee.

The FRCOG will render the primary services to be provided as described herein through a qualified Procurement Officer.

III. SCOPE OF SERVICES

The FRCOG will provide at a minimum the following services to the Town under the direction of the Purchasing Program as required and requested by the Town.

Services include:

- Receive Specifications from Town and/or Designer
- Prepare Invitation for Bids for Construction per MGL Ch149
- Utilize FRCOG Contractor mailing list appropriate to the project plus others provided by Town
- Request Prevailing Wage from Commonwealth of MA
- Meet MGL advertising and Sec. of State posting requirements
- Assist with arranging time, attend/assist with facilitation, and document attendance at prebid site visit
- Provide any Addenda required
- Open bids at FRCOG office
- Assist with Reference Checks, check bids to assure their responsiveness and completeness but turn over to the Town for final selection.
- Check on insurance compliance, receive and hold bid bonds until Contract is signed
- Provide a contract template and work with town to issue Contract
- Assemble package of auditable procurement documents for the Town

Costs for copying any large format plans and other direct costs including newspaper advertising will be charged directly to the Town.

IV. COMPENSATION

The Town and FRCOG hereby agree that with respect to services rendered under this Agreement, the FRCOG estimates the time for completion at 16 hours plus direct costs for a total of no more than **eight hundred dollars (\$800)** during the contract period, based upon the following fee schedule.

- A. The Procurement Officer rate shall be \$80.00 per hour. The rate includes fringe benefit costs, travel reimbursement, clerical support, and indirect costs.

The FRCOG shall bill after the project is completed based on **actual hours** plus any direct expenses.

V. TIME OF PERFORMANCE

The Purchasing Program shall work with **Montague Town Administrator** or their designee in scheduling assignments and work tasks of the provision of services under this Agreement.

VI. INDEMNIFICATION AND INSURANCE

The Town shall indemnify and hold the FRCOG harmless with respect to any and all public liability and third party losses, damages, costs, or expenses for bodily injury or damage to real or tangible personal property sustained by the FRCOG arising out of the provision of services for the Town under this Agreement.

The FRCOG shall provide and maintain throughout the term of this Agreement all insurance for its employees, including health, workers' compensation, and other insurances in compliance with the statutory requirements of the Commonwealth of Massachusetts.

VII. WAIVERS

All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the Town and the FRCOG. Such waivers shall not be effective, unless they are in conformity with all other requirements of law. Forbearance or indulgence in any form or manner by either party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to either party. No waiver of any default or breach shall constitute a waiver of any subsequent default or breach.

VIII. AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

IX. FORCE MAJEURE

Neither the Town nor the FRCOG shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

X. ASSIGNABILITY

The FRCOG shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the Town. No subcontract may be awarded by the FRCOG, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the Town.

XI. TERMINATION

This agreement may be terminated by either party for any reason upon written notice. Such notice shall be signed by authorized officials of the parties. In event of termination, the FRCOG shall no later than fifteen days after said termination, deliver to the Town all reports, documents, data and materials of every kind and nature which are related to FRCOG's services to the Town and compensation will be made for time spent up until the time of termination..

XII. CONFLICT OF INTEREST

No officer, employee, agent, or member of the governing bodies of the FRCOG and Town shall participate in any decision or service relating to this Agreement which affects the personal interest of such officer, employee, agent, or member of the governing bodies, whether such interest is direct or indirect. The FRCOG and the Town shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members

of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

XIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the FRCOG and the Town have caused this Agreement to be executed in duplicate by their respective authorized officers and hereby certify that this Agreement is in full force and compliance with all applicable laws, rules, and regulations, as set forth herein above.

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

Executive Director
Linda L. Dunlavy

Date

TOWN OF MONTAGUE

Town Administrator

Date

And/Or Board of Selectmen

Date

11c

Christopher Sawyer-Lauçanno, Ph.D.
Architectural Historic Preservation and Rehabilitation Consultant
70 Prospect Street
Turners Falls, MA 01376-1305
413-863-3027 413-522-3569 csl@mit.edu

January 27, 2021

Selectboard
Town of Montague
One Avenue A 01376

PROPOSAL for Construction Oversight COA Roof Replacement

Scope of Services: To advise Town on RFQ and perform construction oversight for Council on Aging roof replacement.

- Advise on specifications
- Attend pre-bid conference
- Serve as liaison between Town and roofing contractor
- Monitor roof work on daily work basis
- Inspect final roof work

Total for project: \$1,000

Christopher Sawyer-Lauçanno, Ph.D.

Approved:

Richard J. Kuklewicz

12

COMMONWEALTH OF MASSACHUSETTS
ALCOHOLIC BEVERAGES CONTROL
COMMISSION

95 Fourth Street, Suite 3, Chelsea, MA 02150

2021 Seasonal Population Increase Estimation Form

City / Town:

Montague

Date:

2/1/21

Alcoholic Beverages Control Commission
c/o Licensing Department
95 Fourth Street, Suite 3
Chelsea, MA 02150

To Whom It May Concern:

Acting under authority contained in M.G.L. Ch. 138, s17, as amended, our Board at a meeting held on

February 1, 2021

Date of Meeting

, estimated that the temporary increased resident population

of

Montague

City / Town Name

, as of July 10, 2021 will be

8,673

Estimated Population

This estimate was made and voted upon by us at a meeting called for the purpose, after due notice to each of the members of the time, place and purpose of said meeting, and after investigation and ascertainment by us of all the facts and after cooperative discussion and deliberation. The estimate is true to the best of our knowledge and belief.

The above statements are made under the pains and penalties of perjury.

Very truly yours,
Local Licensing Authorities

This certificate must be signed by a majority of the members of the local licensing authority.