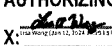
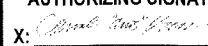


RECEIVED
TOWN OF SOUTH HADLEY
OFFICE

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 South Hadley (and d/b/a): Treasurer		COMMONWEALTH DEPARTMENT NAME: Executive Office of Housing and Livable Communities MMARS Department Code: OCD	
Legal Address: (W-9, W-4): 116 Main Street, SOUTH HADLEY, MA 01075 - 2833		Business Mailing Address: 100 Cambridge Street, Suite 300 Boston, MA 02114	
Contract Manager: Lisa Wong	Phone: (413) 538-5030	Billing Address (if different): Same	
E-Mail: lwong@southhadleyma.gov	Fax:	Contract Manager: Julissa Tavarez	Phone: 617-573-1407
Contractor Vendor Code: VC6000191984		E-Mail: Julissa.tavarez@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SC OCD321024330000260 RF/Procurement or Other ID Number: DHCDOneStop2024	
<input checked="" type="checkbox"/> 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 - 815 CMR 2.00) (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)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to 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): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <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), \$68,000.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
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.) South Hadley will implement new zoning and design guidelines for Routes 202 and 33, as identified in a 2022 planning assessment, to address the broad mix of commercial and residential uses along the corridor by creating three new zoning districts for mixe			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the 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 type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X:  Date: Jan 12, 2024 (Signature and Date Must Be Captured At Time of Signature) Print Name: Lisa Wong Print Title: Town Administrator		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X:  Date: Jan 12, 2024 (Signature and Date Must Be Captured At Time of Signature) Print Name: Caroline "Chris" Kluchman Print Title: Acting Director	

**ATTACHMENT A: SCOPE OF SERVICES AND
ADDITIONAL TERMS AND CONDITIONS**

FY 2024 Community Planning Grant Program Contract

I. CONTRACT

The Contractor is responsible for accessing and reviewing the contents of the documents referenced below, as compliance with each is a binding component of this Contract:

- A. This Attachment A is attached to and made a part of the COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM. THE COMMONWEALTH TERMS AND CONDITIONS and the Contractor's Budget, as approved by the Executive Office of Housing and Livable Communities ("EOHLC" or the "Executive Office") are attached hereto as Exhibits.
- B. This Attachment A incorporates by reference the Community Planning Grant Program Application as applicable.
- C. This Attachment A, all attached Exhibits and other Attachments, and all documents incorporated by reference herein, are referred to, collectively, as the Contract.
- D. This Contract represents the entire agreement between the Contractor and EOHLC, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.
- E. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

II. SCOPE OF SERVICES AND COMPLIANCE WITH LAWS

The Community Planning Grant Program provides funding to communities for technical assistance for community planning projects. As these are community planning and zoning revision grants projects must use the funds to produce planning or zoning document(s) and/or related materials in draft, phased, or final product.

The Contractor shall use this contract funding to provide services in accordance with the terms of the attached Budget, the terms of this Contract, and any subsequent Contract amendments. **ALL EXPENSES MUST BE INCURRED ON OR BEFORE JUNE 30TH OF THE FISCAL YEAR IN WHICH THEY OCCUR (FY 2024 – YEAR 1; FY 2025 – YEAR 2).** Any later change in services and activities to be provided by Contractor shall be made only with the prior approval of EOHLC, in accordance with Section III.C. below.

The Contractor shall carry out these activities in conformance with all applicable federal and state laws and requirements, including without limitation, statutes, rules, regulations, administrative and executive orders, ordinances, and codes, as they may be issued and amended.

EOHLC reserves the right to issue future administrative guidance. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance EOHLC may issue, amend, or supplement from time to time.

III. ADDITIONAL TERMS AND CONDITIONS

A. Reporting Responsibilities of the Contractor

1. The Contractor, and any entity under subcontract, having costs chargeable to Contract funds shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions including without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
2. The Contractor shall comply with all records and reporting requirements set forth in this Contract.
3. The Contractor shall submit to EOHLC in writing a schedule of the Contractor's estimated drawdowns of grant funds per each quarter of the duration of the grant. This proposed schedule must be submitted no later than 30 days following execution of this Contract..
4. The Contractor shall submit written quarterly progress reports to EOHLC in compliance with the following deadlines and requirements using a form provided by EOHLC. Progress reports shall be submitted on or before the 15th day of the month following the last month of the quarter, except in instances when the due date shall fall on a weekend or holiday where reports would be due the following full business day after the deadline. **EOHLC may delay reimbursement to the Contractor if the Contractor consistently fails to submit timely progress reports or other documents required under this Contract.** Any such action by EOHLC shall be preceded by written notification of the intent to delay such reimbursement, which may be done electronically, and allow for the Contractor to make reasonable written explanation regarding the occurrence, and the remedy of the issue. Failure by the Contractor to reply to EOHLC's written notification or to comply with specific instructions from EOHLC shall be treated as a breach herein and under Section 4 of the Commonwealth Terms and Conditions. EOHLC further reserves the right to consider past performance under the Community Planning Grant Program when evaluating an applicant's initial submission. Consistent failure to submit progress reports or to comply with the provisions of this Contract may negatively impact future awards of this grant.

Progress report deadlines are as follows:

FY24		
Q3	Period: 1/1/2024 to 3/31/2024	Due: 4/15/2024
Q4	Period: 4/1/2024 to 6/30/2024	Due: 7/15/2024
FY25		
Q1	Period: 7/1/2024 to 9/30/2024	Due: 10/15/2024
Q2	Period: 10/1/2024 to 12/31/2024	Due: 1/15/2025
Q3	Period: 1/1/2025 to 3/31/2025	Due: 4/15/2025
Q4	Period: 4/1/2025 to 6/30/2025	Due: 7/15/2025

5. The Contractor shall submit a copy of the planning or zoning document(s) produced with grant funding. Document(s) should be delivered by July 31, 2025. If documents cannot be delivered by July 31, 2025, the Contractor must submit written notification via email to the program representative by July 31, 2025, stating when the documents will be submitted. In accordance with Section III.A.4, failure to submit document(s) required under this Contract may (i) result in delayed reimbursement; (ii) may be treated as a breach of the Contract; and (iii) will be considered when evaluating applications for future grant awards.

6. The Contractor shall continually assess its performance of the Contract-supported activities to ensure that the performance objectives outlined in the Contract are achieved. This includes, but is not limited to, the Contractor's monitoring that applicable schedules are met and performance objectives are achieved in accordance with the activities delineated in the Contract. The Contractor shall promptly inform EOHLC in writing, which may be done electronically, of the following conditions which may affect its deliverable objectives and performance as soon as they become known:
 - a. Problems, delays, or adverse conditions which will materially affect the Contractor's ability to attain deliverable objectives. This disclosure shall be accompanied by a statement of any actions taken or contemplated by the Contractor, and any assistance needed from EOHLC to resolve the situation. Failure by the Contractor to communicate promptly or to respond promptly to communications from EOHLC may result in the denial by EOHLC of any budget or schedule change requests by the Contractor, as provided in Section III.C.

 - b. Favorable developments or events which will enable the Contractor to meet the deliverable Contract objectives sooner than anticipated or at less cost than originally projected.

7. The Contractor shall submit all progress reports electronically to EOHLC's assigned program representative at the following address:

Filipe Zamborlini

Manager, Community Assistance Unit
filipe.zamborlini@mass.gov

8. EOHLC shall advise the Contractor within thirty (30) days of receiving any report if it is not acceptable to EOHLC. The Contractor shall submit an acceptable report upon receipt of such advice from EOHLC.
9. The Contractor, and any entity under subcontract having costs chargeable to Contract funds, shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions, including, without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
10. Within five business days of receipt, the Contractor shall provide EOHLC with copies of any and all exception reports and written communications of an audit or review of the Contractor and any written final reports of such audits or reviews that the Contractor receives during the Contract term from the state Office of the Inspector General (OIG) and/or the Office of the State Auditor. Such reports or communications may be provided electronically.
11. Within five business days of being served with any pleading in a legal action filed with a court or administrative agency related to this Contract or which may affect the Contractor's ability to perform its obligations hereunder, the Contractor shall notify EOHLC of such action and deliver copies of such pleadings to EOHLC. Such reports or communications may be provided electronically.
12. The Contractor will submit any other reports or information requested by EOHLC by the due date specified in EOHLC's request. The Contractor shall promptly make available to EOHLC or to an auditor or contractor approved by EOHLC such material information regarding the Contractor's activities as may be requested by EOHLC.

B. Payment Mechanism and Fiscal Obligations

EOHLC agrees to provide payment for the services described under this Contract, pursuant to the following payment mechanism:

1. Cost Reimbursement. The Contractor shall submit to EOHLC written requests for cost reimbursement on EOHLC's Community Planning Grant Invoice form (Community Planning Invoice), or other such form as EOHLC may specify.

Only requests for cost reimbursement for authorized capital expenses, pursuant to the capital funds from the state's capital budget, that are completed within the dates of service of an invoice, and that take place within the length of the contract, are authorized for reimbursement.

2. Community Planning Invoices should be submitted **no more than** once a month and should include the range of the dates of service being submitted for reimbursement.
3. All payments are contingent upon receipt of the availability of funds, authorization by the Executive Office of Administration and Finance and the Massachusetts Comptroller, and the provisions of the Commonwealth Terms and Conditions. In accordance with 815 CMR 2.00 and state finance law, EOHLC is under no legal obligation to compensate the Contractor, or to obtain additional funding, for any costs or other commitments which are outside the scope of the executed Contract and which have not been approved by EOHLC.
4. In no event shall the sum of any and all payment by reimbursement exceed the maximum amount payable to the Contractor hereunder. Requests for payment by cost reimbursement will be honored and funds will be released based on submission by the Contractor, with review and acceptance by EOHLC, of required data and reports as detailed in this Contract, the availability of funds, and the Contractor's satisfactory compliance with the terms of this Contract.

Each request for payment by cost reimbursement must be made on the Community Planning Invoice. By submitting the Community Planning Invoice, the Contractor represents that in accordance with the Contract, including the Contractor's Budget as approved by EOHLC, articles have been furnished, services have been rendered, or obligations have been incurred by a person authorized to incur such obligations.

EOHLC's fiscal representative will provide additional billing instructions, if necessary, to the Contractor via email.

When submitted electronically, the Community Planning Invoice should be attached to the email submission in one email attachment. Any other documents, such as vendor invoices, should be submitted as separate attachments.

In addition to the Community Planning Invoice, requests for payment by cost reimbursement shall also contain sufficient detail, supporting records, and documentation to support payment. Records to substantiate the Contractor's claims hereunder may include, without limitation, payroll records, accounting records, and purchase orders that are sufficient to document the Contractor's program and financial activities under this Contract.

The request for cost reimbursement shall be submitted electronically to the attention of:

Brett Morton

Fiscal Representative
brett.morton2@mass.gov

with a copy to:

Filipe Zamborlini
Manager, Community Assistance Unit
filipe.zamborlini@mass.gov

5. All requests for cost reimbursement must be submitted on or before July 15, 2024, if expenses were incurred in FY 2024 – Year 1; and on or before July 15, 2025, if expenses were incurred in FY 2025 – Year 2. Failure to do so may result in delayed reimbursement or denial of the request.
6. The Contractor shall submit the final Community Planning Invoice on or before July 15, 2025. With the submission of the final Community Planning Invoice, the Contractor shall return to EOHLC any unexpended funds that are reflected in the final reconciliation, subject to Section III.B above.

C. Budget or Schedule Changes

1. Any subsequent change in the services and activities to be provided by the Contractor in accordance with the attached Budget, including, but not limited to, extensions of time, requires prior written approval from EOHLC's assigned program representative listed in Section III.A.7. **Requests for any amendments or extensions shall be reviewed on a case-by-case basis by EOHLC, and may be approved or denied by EOHLC at its discretion. Consideration shall only be extended to grantees who are in adherence with Section III.A.6 and other requirements of this Contract. Requests to amend or extend the end date of the Contract must be received by EOHLC on or before January 31, 2025.**
2. Budget Amendments. The Contractor may transfer funds among the line items in the Budget, only with the written permission of EOHLC. No amendment to the Contract shall be required for such change. The Contractor shall submit a request for such change electronically to EOHLC's representatives, listed in Section III.B.4, at least 30 days prior to requesting reimbursement funds under such change. If EOHLC does not respond within 30 days of receipt of the requested change, it will be deemed to have approved of the change.

D. Signage, Acknowledgment, Publicity, and Logos

1. Signage. The Contractor may erect or post a sign at a location where Contract funds have been used indicating that financing is being or has been provided in part by EOHLC as part of the Community Planning

Grant Program, subject to compliance with the zoning by-laws or ordinances of the municipality in which the sign is to be erected or posted. The sign shall include the following statement: “Funds for this Project have been provided by a Community Planning Grant provided by the Massachusetts Executive Office of Housing and Livable Communities.”

2. Acknowledgment. If Contract funds are expended by the Contractor on the preparation or production of a brochure or other publication, the brochure or publication shall include the following statement: “This publication was funded by a Community Planning Grant provided by the Massachusetts Executive Office of Housing and Livable Communities.”
3. Publicity; Other Materials. The Contractor may disseminate, publish, or reproduce documents produced in whole or in part pursuant to this Contract, provided that the Contractor furnishes to EOHLIC copies of any such documents thirty (30) days prior to publication, and provided that such documents include the acknowledgment required under Section III.D.2. The Contractor may copyright any books, publications, or other copyrightable materials produced under this Contract, provided that the Contractor shall provide to the Commonwealth as appropriate an irrevocable, nonexclusive royalty-free right to reproduce, publish, or otherwise use or authorize others to use the copyrighted material.
4. Logos. If the Contractor wishes to include a Department logo on any signage or other materials produced in accordance with this section, it may contact EOHLIC’s assigned program representative, listed in Section III.A.7, for the appropriate copy of a logo.
5. Submission to EOHLIC. Any sign, publication, or other material produced in accordance with this section must be submitted in advance to EOHLIC’s assigned program representative, listed in Section III.A.7, no later than thirty (30) days before posting or distribution. If EOHLIC does not respond within thirty (30) days of receipt of the material, it will be deemed to have approved of the material.

EOHLIC reserves the right to require that the Contractor provide to EOHLIC photographs, video, or other media and/or documentation, if applicable, or copies of such materials, of any project financed in part by EOHLIC under the Community Planning Grant Program.

E. Audit or Financial Review

EOHLIC reserves the right under this Contract to secure its own independent audit or financial review of the Contractor’s (or Subcontractor, if applicable) records if, in its sole discretion, EOHLIC determines that it is necessary for any reason.

F. Monitoring

EOHLC may monitor the Contractor's (or Subcontractor, if applicable) compliance with the Contract. The Contractor shall allow EOHLC and its representatives access to all of its books and records pertaining to this Contract.

G. Conflict of Interest, Licensure, and Debarment

1. The Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Contractor's obligations hereunder.
2. The Contractor shall not knowingly employ or compensate any employee of the Commonwealth during the term of this Contract, unless such arrangement is permitted under the provisions of M.G.L. c. 268A. Employment of former Commonwealth employees shall also be in compliance with the provisions of M.G.L. c. 268A.
3. The Contractor represents and warrants that as of the effective date, it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. The Contractor shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform activities under this Contract, without reimbursement by the Commonwealth or other adjustment in Contract funds. Further, the Contractor warrants that all employees, agents, and subcontractors performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities.
4. The Contractor certifies that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. The Contractor agrees to immediately notify EOHLC if the Contractor becomes suspended or debarred, or if any licenses, certifications, approvals, insurance, permits, or any such similar requirement necessary for the Contractor to properly perform become revoked, withdrawn, or non-renewed during the Contract period.

H. Enforcement, Suspension, and Termination

1. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Contractor and EOHLC, and not to any third party.
2. EOHLC may use increased or additional monitoring and reporting as part of its enforcement actions.
3. This Contract may be terminated pursuant to Sections 4 and 5 of the Commonwealth Terms and Conditions.

4. EOHLC may provide the Contractor with written notice to decrease or cease Contract activity. Effective upon receipt of notice from EOHLC, or a later date specified therein, the Contractor agrees to decrease, suspend, and/or terminate Contract activity in conformance with the terms of such notice.
5. Upon the termination or expiration of this Contract, the Contractor shall continue to cooperate with all audit, records, and monitoring requirements.
6. Within a maximum of 90 days following the date of expiration or termination of this Contract, the Contractor shall submit all reports and data required by this Contract.

I. Non-Discrimination In The Provision of Services

The Contractor shall not deny services or otherwise discriminate in the delivery of services because of race, color, religion, disability, sex, sexual orientation, gender identity, familial status or children, marital status, age, national origin, ancestry, genetic information, receipt of federal, state, or local public assistance or housing subsidies, veteran/military status, or because of any other basis prohibited by law. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations and administrative and Executive Orders prohibiting discrimination, including without limitation, the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), M.G.L. c. 151B, M.G.L. c. 272 §§ 92A, 98, and 98A, M.G.L. c. 111 § 199A, 42 U.S.C. 9918 (c) and 45 C.F.R. 80.

J. Confidentiality

1. The Contractor certifies that it has established sufficient internal policies to carry out its obligations hereunder.
2. The Contractor shall keep all state records and information, wherever obtained, confidential at all times and comply with all state and federal laws concerning the confidentiality of information. The Contractor shall hold all personal data relating to Contract-supported personnel and applicants or recipients of Contract-supported programs and activities in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form and its Instructions and Contractor Certifications, and all applicable Federal and state privacy and confidentiality laws and regulations, including M.G.L. c. 66A, "Massachusetts Fair Information Practices Act;" M.G.L. c. 93H, Security Breaches; 801 CMR 3.00: Privacy and Confidentiality, and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

3. Pursuant to the Standard Contract Form and its 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.
4. The Contractor shall notify its agents, employees, subgrantees, and assignees who may come into contact with state records and confidential information that each is subject to the confidentiality requirements set forth herein.
5. The Contractor shall deliver to EOHLIC, within 14 days of a written request by EOHLIC following termination of this Contract, such personal data relating to this Contract as EOHLIC may request; provided, that the Contractor may keep copies of any personal data delivered to EOHLIC; and provided further, that for the purposes of this sentence, the term, "personal data", shall not include the Contractor's personnel records.

K. Fraud, Waste, and Abuse

The Contractor shall maintain and use systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract.

Attachment B Budget FY2024 Community Planning Grant

Name of Contractor Include name of Subcontractor if applicable	Project Manager Name, phone, and email <i>Include name and contact information of person preparing report if different from project manager</i>
Town of South Hadley	Name: Anne Capra Phone: (413) 538-5030 Email: acapra@southhadleyma.gov

Project Name
Zoning for Housing and Economic Development
Project Description <i>Brief Summary of Project</i>
South Hadley will Implement new zoning and design guidelines for Routes 202 and 33, as identified in a 2022 planning assessment, to address the broad mix of commercial and residential uses along the corridor by creating three new zoning districts for mixed use that promote new multifamily housing units, support existing residential, and allows for new economic growth.

Project Tasks	Cost by Task
Consultants/Prof. Fees	\$68,000.00
Meeting Expenses/Events	\$-
Project Supplies/Materials	\$-
Other/Miscellaneous	\$-
TOTAL	\$68,000.00

(add additional rows as necessary)

rev. 10/2023



Blanket Bid BD-23-1100-EED01-EED01-83413

General Items Address Accounting Routing Attachments(3) Notes Bidders Questions Amendments Q & A Reminders Summary

Header Information

Bid Number:	BD-23-1100-EED01-EED01-83413	Description:	Community One Stop for Growth - FY2024 Round	Status:	
Purchaser:	Juan Vega	Minor Status:			
Organization:	Executive Office of Housing and Economic Development				
Fiscal Year:	23	Department:	EED01 - Economic Development	Location:	
Show On Web:	Yes	Allow Electronic Quote:	Yes	Required Date:	
Bid Opening Date:	06/03/2023 12:00:00 AM	Available Date:	01/20/2023 12:00:00 AM		
Bid Type:	Open Bid	Informal Bid:	No		
Estimated Cost:	\$0.00				
Alternate ID:		Purchase Method:	Blanket	Catalog Id (for contract):	
Blanket/Contract Begin Date:	07/01/2023 12:00:00 AM	Blanket/Contract End Date:	06/30/2024 12:00:00 AM	Type Code:	
Info Contact:		Bulletin Desc:	The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHED, DHCD, and/or MassDevelopment via the One Stop Full Application. Expressions of Interest accepted through March 17, 2023. For the most up to date program information, visit www.mass.gov/onestop .		
UNSPSC Code Certified Required:	No	Acknowledge inclusion required:	No	Hour of Acknowledge inclusion:	
Subcontractor Info:		Quote Notification:	No	Item Single Award Only:	
Date Last Updated:	01/19/2023 08:54:32 AM	User Last Updated:	Juan Vega	Print Format:	
Ship-to Address:	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: robin.pezzone@state.ma.us Phone: (617)788-3627	Bill-to Address:	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: robin.pezzone@state.ma.us Phone: (617)788-3627	Allow vendors to submit multiple:	
Solicitation Enabled:	No	Rolling Enrollment Enabled:	<input type="checkbox"/>	Close Q&A For Vendor Date:	
Invoice Method:	Three Way Match	Open Enrollment Enabled:	<input type="checkbox"/>		
SBPP (Small Business Purchasing Program) Eligible?:	NO				
See SBPP requirements and exceptions at www.mass.gov/sbpp:					
Procurement Type:	Grant Opportunity				

Attachments

Files: FY24 One Stop Notice of Funding Availability (NOFA)
FY24 Expression of Interest Template
FY24 One Stop Full Application Template

Forms:

Required Quote Attachments

Current Org: Executive Office of Housing and Economic Development



Item Information

Item # 2: The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHEd, DHCD, and/or MassDevelopment Expressions of Interest accepted through March 17, 2023. For the most up to date program information, visit www.mass.gov/onestop.

UNSPSC Code: 00-00-00
Grant Opportunity

Disable Pricing On Quote	Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate
No	1.0	\$0.00	EA - Each		\$0.00
Manufacturer:	Brand:			Model:	
Make:	Packaging:				
Product Length:	Product Width:			Product Height:	Product
UPC/ISBN:	SKU:				
Tags:	URL:				

Account Code

There is no item accounting available for this item.

Item Attachments: [FY24 One Stop Notice of Funding Availability \(NOFA\)](#), [One Stop - Expression of Interest Template](#), [One Stop - Full Application Template](#)

Pre-Bid Approval Path:

Approval Path - BIDS - (All Bids)

Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Com
	1	Spencer Gurley-Green	Emmanuel Gyaase	1	01/19/2023 08:40 AM	01/19/2023 08:52 AM	Approved (Emmanuel Gyaase)	
	2	Spencer Gurley-Green	Emmanuel Gyaase	2	01/19/2023 08:52 AM	01/19/2023 08:52 AM	Approved (Emmanuel Gyaase)	

Cancel Bid Clone Bid Print

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MASS_MASS_AWS_PROD_BID_SUMMARY_ID_1_bso

FORM 1.

1.1. Primary Location:

South Hadley

Please save the form after selecting Primary Location.

EOHED Region	<i>Pioneer Valley</i>	MassDOT District	<i>District 2</i>	Rural or Small Town	<i>N/A</i>
MDFA Regional Office	<i>West</i>	Gateway City	<i>N/A</i>	Housing Choice	<i>No</i>
Regional Planning Agency	<i>Pioneer Valley Planning Commission</i>	MVP Community	<i>Yes - MVP</i>	MBTA Community	<i>No</i>

1.2. Organization Type

Public Entity

Municipality

Public Housing Authority

Redevelopment Authority

Regional Planning Agency

Quasi-Governmental Agency (i.e. Economic Development Industrial Corporation, etc.)

Water or Sewer District

Non-Public Entity

1.3. Applicant Organization Name:

Town of South Hadley

1.4. Applicant Organization Legal Address:

116 Main Street

1.5. City/Town:

1.6. State:

1.7. Zip Code:

SOUTH HADLEY

1.8. CEO Name:

Massachusetts

01075

1.9 CEO Title:

Lisa Wong

1.10. CEO Tel.:

1.11. CEO Email:

Town Administrator

(413) 538-5030

1.12. Project Contact Name

lwong@southhadleyma.gov

Anne Capra

1.13. Project Contact Title

Director of Planning and Conservation

1.14. Contact Tel.:

1.15. Contact Email

(413) 538-5030

acapra@southhadleyma.gov

1.16. Organization Description – Describe your organization's structure, including staff capacity, and economic development goals.

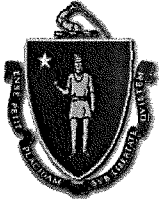
With a population of 18,160 people, the Town of South Hadley is located in Hampshire County in western Massachusetts. The municipality has a Representative Town Meeting form of government (with 120 members), a Selectboard and Town Administrator. Economic development initiatives are developed jointly through the office of the Town Administrator and the Planning and Conservation Department. South Hadley's economic development goals are best articulated through the 2020 Master Plan vision statement: The community and the municipal government share a focus on maintaining a positive, mutually supportive relationship that establishes and implements policies that support a healthy and sustainable natural and physical environment in which the entire community can prosper. These policies encourage access to a variety of jobs, goods, services, housing types, and educational, social, cultural, and recreational opportunities for the individuals who live, work, play and learn.

South Hadley's population grew 3.6% from 2010 and is growing older. Over the next ten years, the population is projected to increase by 2.5% driven by residents ages 30-44 and those over age 65. The population is also diversifying. Recent decrease in White residents was offset by a growth in Hispanic/Latino, Asian and Black populations. In 2019, EOEEA issued a new Environmental Justice layer for South Hadley based on Census Block Groups from the American Community Survey 2015-2019 5-year estimates. Two of the block groups are located in South Hadley Falls, an area with a DHCD approved urban renewal and redevelopment plan, for income and minority and income. The third block group is to the north in the geographic center of town and mapped for minority populations. Although the median household income increased by 3.5% between 2017 and 2019, the number of persons living below the poverty line increased 2.8% during that same period.

1.17. Is this a joint application between two or more municipalities (and/or entities), which will entail a formal arrangement for a shared scope of work and allocation of funds?

Yes

 No



Commonwealth of Massachusetts
EXECUTIVE OFFICE OF HOUSING &
LIVABLE COMMUNITIES

Maura T. Healey, Governor ♦ Kimberley Driscoll, Lieutenant Governor ♦ Edward M. Augustus Jr., Secretary

September 25, 2023

Town Administrator Lisa Wong
Town of South Hadley
116 Main Street
South Hadley, MA 01075

Dear Ms. Wong:

RE: South Hadley 1089 Application

Thank you for submitting this application to the FY2024 Community One Stop for Growth which is a platform where the Executive Office of Housing and Livable Communities (EOHLC), Executive Office of Economic Development (EOED), and Massachusetts Development Finance Agency (MassDevelopment) worked together to evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. This application from Town of South Hadley was reviewed by the program(s) that could best serve the project's funding needs.

On behalf of the Healey-Driscoll Administration, I am pleased to inform you that a grant in the amount of **\$68,000** from the **Community Planning Grant Program** has been approved to support your project.

This award is contingent the execution of a grant contract between the Town of South Hadley and EOHLC and the satisfaction of its special conditions and requirements. We will send an Adobe Sign contract (must be e-signed) to the Municipal CEO and contact person identified in your application, and an invitation to an online training related to grant administration and contract guidance. Please do not proceed with grant activities until the contract is fully executed. If you have any questions, please contact Filipe Zamborlini, Community Assistance Unit Manager at Filipe.Zamborlini@mass.gov.

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. We look forward to working with you to address the Town of South Hadley's housing and community development needs.

Sincerely,

Edward M. Augustus, Jr.
Secretary, EOHLC

