

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT

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

CONTRACTOR LEGAL NAME: (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code: DCR	
Legal Address: (W-9, W-4):		Business Mailing Address: 251 Causeway St., St	
Contract Manager:	Phone:	Billing Address (if different):	
E-Mail:	Fax:	Contract Manager: Lisa DeFeo	
Contractor Vendor Code:		E-Mail: lisa.defeo@mass.gov	
Vendor Code Address ID (e.g. "AD001"): AD		MMARS Doc ID(s): 3CTDCR8900SOMERVILLE	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number:	
<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 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 checked="" 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 <i>Prior</i> to Amendme Enter Amendment Amount: \$ _____. (or "no cha AMENDMENT TYPE: (Check one option only. Atta <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach u <input type="checkbox"/> Interim Contract (Attach justification for Interim C <input type="checkbox"/> Contract Employee (Attach any updates to scope <input type="checkbox"/> Other Procurement Exception (Attach authorizin scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions docu into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and C 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 te in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts (<input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or term <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amende			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors r identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 day days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Paymen payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
provided further, that not less than \$100,000 shall be expended to perform traffic engineerin implementation measures to improve safety for all road users at the intersection of Alewife B Broadway in the city of Somerville			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, t <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 Eff <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 in authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to t			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30</u> , 2023, with no new obligations being incurred after th amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpos completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or durin			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date s approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically pu certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, anc documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing busine incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Cond Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Resq by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over th Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Res costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMON	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ (Signature and Date Must Be Handwrit	
Print Name: _____		Print Name: _____	
Print Title: _____		Print Title: _____	