

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.ma.comptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Somerville (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Housing and Community Development MMARS Department Code: OCD	
Legal Address: (W-9, W-4): 93 Highland Avenue, Somerville, MA 02143		Business Mailing Address: 100 Cambridge Street, Suite 300 Boston, MA 02114	
Contract Manager: katjana Ballantyne	Phone: (617) 625-6600	Billing Address (if different): same	
Email: mayor@somervillema.gov	Fax:	Contract Manager: Julissa Tavarez	Phone: 617 573 1407
Contractor Vendor Code: VC6000192138		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): SCOD321023330000277	
		RFR/Procurement or Other ID Number: DHCDOneStop2023	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
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)		Enter Current Contract End Date <i>Prior</i> 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 <i>new</i> total if Contract is being amended). \$ 75,000 .			
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. The City of Somerville and the City of Medford will develop and oversee adoption of a Zoning Vision Plan for Broadway between Ball Square and Magoun Square (0.5 miles) that should be ready for mixed use development near MBTA Green Line Extension T stations and address boundary between Somerville and Medford that splits many parcels, which forces developers to satisfy two sets of zoning regulations.			
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 6/30 , 2024 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Katjana Ballantyne</u> , Date: <u>Dec 13, 2022</u> . (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Katjana Ballantyne</u> . Print Title: <u>Mayor of Somerville</u> .		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Louis Martin</u> , Date: <u>Dec 13, 2022</u> . (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Louis Martin</u> . Print Title: <u>Director</u> .	

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

FY 2023 Housing Choice Initiative Program Contract

Housing Choice (HC) Grant Program

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 Department, are attached hereto as Exhibits.
- B. This Attachment A incorporates by reference the Housing Choice Community 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 the Department, 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 Housing Choice Initiative encourages local governments to expand housing production by providing new grants, coordinating technical assistance across various housing agencies, and promoting regulatory innovation. The Housing Choice Initiative rewards municipalities that are producing new housing and have adopted best practices to promote sustainable housing development.

A crucial part of the Housing Choice Initiative is the Housing Choice designation and grant program. Communities that achieve the Housing Choice designation have exclusive access to apply for the Housing Choice Grant Program and receive bonus points or other considerations for certain state grant programs.

The Contractor shall use the FY 2023 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 2023 – YEAR 1; FY 2024 – YEAR 2).** Any later change in services and activities to be provided by Contractor shall be made only with the prior approval of the Department, 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.

The Department reserves the right to issue future administrative guidance. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance the Department 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 written quarterly progress reports to the Department in compliance with the following deadlines and requirements using a form provided by the Department. 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. **The Department 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 the Department 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 the Department's written notification or to comply with specific instructions from the Department shall be treated as a breach herein and under Section 4 of the Commonwealth Terms and Conditions. The Department further reserves the right to consider past performance under the Housing Choice 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:

FY23		
Q3	Period: 1/1/2023 to 3/31/2023	Due: 4/17/2023 *
Q4	Period: 4/1/2023 to 6/30/2023	Due: 7/17/2023 *
FY24		
Q1	Period: 7/1/2023 to 9/30/2023	Due: 10/16/2023 *
Q2	Period: 10/1/2023 to 12/31/2023	Due: 1/15/2024
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

*Denotes due date following a weekend or holiday.

4. A Contractor whose grant funds a Planning or Zoning project shall submit a copy of the planning or zoning document(s) produced with grant funding. Document(s) should be delivered by July 31, 2024. Documents that cannot be delivered by July 31, 2024 must submit written notification to the program representative by July 31, 2024 outlining when a report will be submitted. In accordance with Section III.A.3, 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.

5. 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 the Department 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 the Department to resolve the situation. Failure by the Contractor to communicate promptly or to respond promptly to communications from the Department may result in the denial by DHCD 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.

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

Filipe Zamborlini
Community Grants Coordinator
filipe.zamborlini@mass.gov

7. The Department shall advise the Contractor within thirty (30) days of receiving any report if it is not acceptable to the Department. The Contractor shall submit an acceptable report upon receipt of such advice from the Department.
8. 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.
9. Within five business days of receipt, the Contractor shall provide the Department 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.
10. 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 the Department of such action and deliver copies of such pleadings to the Department. Such reports or communications may be provided electronically.
11. The Contractor will submit any other reports or information requested by the Department by the due date specified in the Department's request. The Contractor shall promptly make available to the Department or to an auditor or contractor approved by the Department such material information regarding the Contractor's activities as may be requested by the Department.

B. Payment Mechanism and Fiscal Obligations

The Department 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 the Department written requests for cost reimbursement on the Department's Housing

Choice Community Grant Invoice form (Housing Choice Invoice), or other such form as the Department 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. Housing Choice 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, the Department 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 the Department.
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 the Department, 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 Housing Choice Invoice. By submitting the Housing Choice Invoice, the Contractor represents that in accordance with the Contract, including the Contractor's Budget as approved by the Department, articles have been furnished, services have been rendered, or obligations have been incurred by a person authorized to incur such obligations.

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

When submitted electronically, the Housing Choice 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 Housing Choice 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
Community Grants Coordinator
filipe.zamborlini@mass.gov

5. All requests for cost reimbursement must be submitted on or before July 17, 2023, if expenses were incurred in FY 2023 – Year 1; and on or before July 15, 2024, if expenses were incurred in FY 2024 – Year 2. Failure to do so may result in delayed reimbursement or denial of the request.
6. The Contractor shall submit the final Housing Choice Invoice on or before July 15, 2024. With the submission of the final Housing Choice Invoice, the Contractor shall return to the Department any unexpended funds that are reflected in the final reconciliation, subject to Section III.C below.

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 the Department's assigned program representative listed in Section III.A.6. **Requests for any amendments or extensions shall be reviewed on a case-by-case basis by the Department, and may be approved or denied by the Department at its discretion. Consideration shall only be extended to grantees who are in adherence with Section III.A.5 and other requirements of this Contract. Requests to amend or extend the end date of the Contract must be received by the Department on or before January 31, 2024.**
2. Budget Amendments. The Contractor may transfer funds among the line items in the Budget, only with the written permission of the Department. No amendment to the Contract shall be required for such change. The Contractor shall submit a request for such change electronically to the Department's representatives, listed in Section III.B.4, at least 30 days prior to requesting reimbursement funds under such change. If the

Department 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 the Department as part of the Housing Choice Initiative, 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 Housing Choice Community Grant provided by the Massachusetts Department of Housing and Community Development.”
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 Housing Choice Grant provided by the Massachusetts Department of Housing and Community Development.”
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 the Department 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 the Department’s assigned program representative, listed in Section III.A.6, for the appropriate copy of a logo.
5. Submission to DHCD. Any sign, publication, or other material produced in accordance with this section must be submitted in advance to the Department’s assigned program representative, listed in Section III.A.6, no later than thirty (30) days before posting or distribution. If the Department does not respond within thirty (30) days of receipt of the material, it will be deemed to have approved of the material.

The Department reserves the right to require that the Contractor provide to the Department photographs, video, or other media and/or documentation, if applicable, or copies of such materials, of any project financed in part by the Department under the Housing Choice Initiative.

E. Audit or Financial Review

The Department 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, the Department determines that it is necessary for any reason.

F. Monitoring

The Department may monitor the Contractor's (or Subcontractor, if applicable) compliance with the Contract. The Contractor shall allow the Department 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 the Department 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 the Department, and not to any third party.
2. The Department 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. The Department may provide the Contractor with written notice to decrease or cease Contract activity. Effective upon receipt of notice from the Department, 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 the Department, within 14 days of a written request by the Department following termination of this Contract, such personal data relating to this Contract as the Department may request; provided, that the Contractor may keep copies of any personal data delivered to the Department; 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 FY2023 Housing Choice Grant

Name of Municipality Include name of Subcontractor if applicable	Program Manager Name, phone and email <i>Include name and contact information of person preparing report if different from project manager</i>
City of Somerville	Name: Sarah Lewis Phone: (617) 625-6600 Email: slewis@somervillema.gov

Project Description <i>Brief Summary of Project</i>
<p>The City of Somerville and the City of Medford will develop and oversee adoption of a Zoning Vision Plan for Broadway between Ball Square and Magoun Square (0.5 miles) that should be ready for mixed use development near MBTA Green Line Extension T stations and address boundary between Somerville and Medford that splits many parcels, which forces developers to satisfy two sets of zoning regulations.</p>

Project Tasks	Cost by Task
Consultants/Prof. Fees	\$70,000.00
Meeting Express/Events	\$5,000.00
Project Supplies/Materials	\$0.00
Other/Miscellaneous	\$0.00
Design/Engineering/Permitting	\$0.00
Bidding	\$0.00
Construction	\$0.00
Construction Admin	\$0.00
Contingency	\$0.00
TOTAL	\$75,000.00

(add additional rows as necessary)



Bid Solicitation: BD-22-1100-EED01-EED01-70294

Responses Due in 0 Days, 0 Hours, 0 Minutes

Header Information

Bid Number:	BD-22-1100-EED01-EED01-70294	Description:	Community One Stop for Growth - FY2023 Round	Bid Opening Date:	06/04/2022 12:00:00 AM
Purchaser:	Juan Vega	Organization:	Executive Office of Housing and Economic Development		
Department:	EED01 - Economic Development	Location:	EED01 - Economic Development		
Fiscal Year:	22	Type Code:	NS - Non-Statewide Solicitation	Allow Electronic Quote:	Yes
Alternate Id:		Required Date:		Available Date :	01/21/2022 12:00:00 AM
Info Contact:	Website: www.mass.gov/onestop, Email: onestop@mass.gov	Bid Type:	OPEN	Informal Bid Flag:	No
Purchase Method:	Blanket				
Blanket/Contract Begin Date:	07/01/2022	Blanket/Contract End Date:	06/30/2023		

Pre Bid Conference: Visit www.mass.gov/onestop for a schedule (or recordings) of the information sessions - One Stop Webinars. In addition to reviewing the webinars, applicants can receive feedback by submitting an Expression of Interest as outlined in the NOFA.

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 18, 2022. For the most up to date program information, visit www.mass.gov/onestop.

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	Print Format:	
File Attachments:	FY23 One Stop Notice of Funding Availability (NOFA) FY23 One Stop Expression of Interest Template FY23 One Stop Full Application Template				
Form Attachments:					

Required Quote Attachments

SBPP (Small Business Purchasing Program) Eligible?: NO

See SBPP requirements and exceptions at www.mass.gov/sbpp :

Item Information

Item # 1: (00-00 - 00) 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 18, 2022. For the most up to date program information, visit www.mass.gov/onestop.

UNSPSC Code: 00-00-00
Grant Opportunity

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				
Manufacturer:			Brand:		Model:	
Make:			Packaging:			

Exit

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CITY OF SOMERVILLE, MASSACHUSETTS
KATJANA BALLANTYNE
MAYOR

April 13th, 2022

Juan Vega
Assistant Secretary for Communities and Program
Executive Office of Housing and Community Development
1 Ashburton Place, Room 2101
Boston, MA 02108

Dear Secretary Vega:

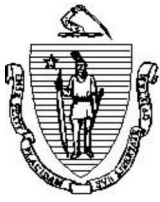
As Mayor of the City of Somerville I am delighted to provide a letter of support for Somerville's application to the One Stop for Growth grant program. One Stop funding will enable Somerville to partner with the City of Medford to align our respective zoning ordinances along the Broadway corridor between Ball Square and Magoun Square in order to facilitate mutually beneficial development.

Broadway is one of Somerville's major commercial and residential corridors; it runs the entire east-west length of the city. The section between and including Ball and Magoun Squares has a long history as a mixed residential and commercial area but it has not changed significantly since the mid-20th century. This has meant that much needed additions to the housing stock, along with commercial opportunities that would enable local job growth, have remained unexplored. One continual challenge is that the municipal boundary between Somerville and Medford is only about 140 feet from the Broadway public right-of-way and splits many parcels along Broadway between the two cities; this adds complications and confusion to any attempt to develop the parcels. This year, new light rail stations will open at both Ball Square and Magoun Square as part of the MBTA Green Line Extension project. When the stations open, each square and locations on Broadway in between will benefit from new transit connections with Medford, Cambridge, and Boston that can stimulate residential and commercial development. One Stop funding will enable Somerville and Medford to find solutions to our zoning conflicts on Broadway and remove a persistent barrier to development.

Medford has confirmed their support for this project and will assign staff to our project planning and coordination team. We are excited to be working together and look forward to finding effective ways of facilitating and encouraging development along Broadway. I greatly appreciate One Stop's consideration of this proposal.

Sincerely,

Katjana Ballantyne
Mayor



DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

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

October 17, 2022

The Honorable Katjana Ballantyne
Mayor, City of Somerville
93 Highland Avenue
Somerville, MA 02143

Dear Mayor Ballantyne:

RE: Somerville 0212 Application

Thank you for submitting this application to the FY2023 Community One Stop for Growth. The Executive Office of Housing and Economic Development (EOHED), Department of Housing and Community Development (DHCD), 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 City of Somerville was reviewed by the program(s) that could best serve the project's funding needs.

On behalf of the Baker-Polito Administration, I am pleased to inform you that a grant in the amount of **\$75,000** from the **Housing Choice Grant Program** has been approved to support your project.

This award is contingent the execution of a grant contract between the City of Somerville and the Department of Housing and Community Development (DHCD) and the satisfaction of its special conditions and requirements. We will send the grant contract to the contact person identified in your application, as well as an invitation to an online training on October 25, 2022 at 11:00 a.m. related to grant administration and contract guidance to highlight contractual obligations. Please do not proceed with grant activities until the contract is fully executed. If you have any questions, please contact Chris Kluchman, FAICP, Deputy Director at Chris.Kluchman@mass.gov, and Filipe Zamborlini, Community Grants Coordinator 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 City of Somerville's housing and community development needs.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer D. Maddox".

Jennifer D. Maddox
Undersecretary, DHCD












FY23 Housing Choice -City of Somerville

Final Audit Report

2022-12-13

Created:	2022-11-09
By:	Julissa Tavarez (julissa.tavarez@mass.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAakLFkVPEGBUozrxHzd8_9C2DgkM25IERj

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-  Signer mayor@somervillema.gov entered name at signing as Katjana Ballantyne
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