

COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF HOUSING AND LIVABLE COMMUNITIES

100 Cambridge Street

Boston MA 02114



**REQUEST FOR INFORMATION (RFI)**

**Pre-qualification of Accounting Firms to Conduct Agreed Upon Procedure Audit of  
Massachusetts Local Housing Authorities with State-aided Housing**

**Agency Document Number: EOHLC2024-28**  
**COMMBUYS Bid Number: BD-24-1076-OCDDE-OCD01-94104**  
**Division of Public Housing**

**PHN 2023-20**  
**October 23, 2023**

THIS RFI AND ALL RESPONSES HERETO INCLUDING THE WINNING BID SHALL BECOME PUBLIC RECORD AS OF THE DATE THE CONTRACT REFERENCED HEREIN IS AWARDED, AND CAN BE OBTAINED FROM THE EXECUTIVE OFFICE OF HOUSING AND LIVABLE COMMUNITIES PROCUREMENT UNIT BY SENDING AN EMAIL TO [HCD.RAO@MASS.GOV](mailto:HCD.RAO@MASS.GOV). ANY PORTIONS OF A RESPONSE THAT ARE LABELED AS CONFIDENTIAL WILL STILL BE CONSIDERED PUBLIC RECORD.

The terms of 801 CMR 21.00, Procurement of Commodities and Services are incorporated by reference into this RFI. Contract and fiscal requirement terms used in this RFI shall have the meanings defined in 801 CMR 21.00

Please Note: This is a single document associated with a complete Bid (also referred to as Solicitation or Procurement) that can be found on [COMMBUYS](http://COMMBUYS) ([www.COMMBUYS.com](http://www.COMMBUYS.com)). All Applicants (also referred to as Bidders and Respondents) are responsible for reviewing and adhering to all information, forms and requirements for the entire Bid, which are all incorporated into the Bid. Bidders may also contact the OSD Help Desk Helpdesk at [OSDHelpDesk@mass.gov](mailto:OSDHelpDesk@mass.gov) or the OSD Helpline at 1-888-MA-STATE. The Helpline is staffed from 8:00 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on

## I. GENERAL PROCUREMENT INFORMATION

PRE-QUALIFYING AGENCY: Executive Office of Housing and Livable Communities (“EOHLC”), which was formerly known as the Department of Housing and Community Development (“DHCD”)

ADDRESS: 100 Cambridge St., Suite 300, Boston, MA 02114

PROCUREMENT CONTACT: Ayo Yakubu-Owolewa  
TELEPHONE: 617-573-1233

EMAIL ADDRESS: [ayo.yakubu-owolewa@mass.gov](mailto:ayo.yakubu-owolewa@mass.gov)

ATTACHMENTS: Attachment A – COMMBUYS Instructions  
Attachment B – List of LHAs  
Attachment C – AUP Web Format Template

This Request for Information (“RFI”) does not commit the Commonwealth of Massachusetts (“Commonwealth”) or EOHLC to approve a Statement of Work (“SOW”), pay any costs incurred in the preparation of an Applicant’s response to this RFI or to procure or contract for products or services. EOHLC may (i) accept or reject any and all proposals received as a result of this RFI; (ii) negotiate with one or more of the qualified Applicants; or (iii) cancel, in part or in its entirety, this RFI if it is in the best interest of the Commonwealth to do so. Local Housing Authorities (“LHAs”) may contract for some, all or none of the services offered by Applicants in response to this RFI.

EOHLC may amend this RFI at any time prior to the date the responses are due. Any such amendment will be posted to the Commonwealth’s procurement website, COMMBUYS ([www.commbuys.com](http://www.commbuys.com)).

Applicants are advised to check COMMBUYS regularly, as this will be the sole method used for notification of changes.

## II. RFI PURPOSE

EOHLC is issuing this RFI to identify and pre-qualify accounting firms with auditing experience to review LHA financial records pursuant to the EOHLC Agreed Upon Procedures (“AUP”) program. The AUPs will be undertaken by qualified accounting firms that have been pre-qualified in this RFI procurement process by EOHLC. EOHLC will then select the firm they wish to work with from this list without additional procurement. Firms that are not qualified through this process will not be eligible for selection by an LHA. There will be one exception: LHAs that

already have a Uniform Guidance audit (formerly A133) firm will be allowed to use that same firm for the AUP, whether that firm has been pre-qualified through this process or not.

### III. EVENT CALENDAR

All times in this RFI are prevailing Eastern Time. Responses must be received no later than the response due date and time indicated below, or they will not be evaluated.

TABLE 1

PROCUREMENT STEP	ESTIMATED DUE DATES	TIME
COMMBUYS posting	10/23/2023	
Applicant questions due (all questions must be submitted via email to <a href="mailto:EOHLC_publichousingfinance@mass.gov">EOHLC_publichousingfinance@mass.gov</a> )	10/30/2023	
EOHLC responses posted to COMMBUYS	11/2/2023	
Applicant RFI responses due	12/4/2023	5:00 PM
Notice of apparent successful Applicant(s) posted	12/11/2023	

The dates in “Table 1” may change and are not binding on EOHLC. Any change in the date and time of the submission deadline indicated in “Table 1” will be posted on COMMBUYS. Applicants are responsible for actively monitoring COMMBUYS for any and all updates to this RFI. If there is a conflict between the dates in this calendar and dates on COMMBUYS, the dates on COMMBUYS shall prevail. Any changes in this calendar that are made after the RFI has been published will not result in amendments to the RFI. Such changes will appear only on COMMBUYS. Applicants are solely responsible for checking COMMBUYS for calendar updates.

### IV. PRE-QUALIFYING AGENCY

EOHLC oversees funding and resources to help people in Massachusetts live affordably and safely. Through its community and business partners, EOHLC provides affordable housing options, financial assistance, and other support to Massachusetts communities.

### V. PROJECT SCOPE

The following is a description of the minimum anticipated scope of services that successful Applicants are expected to complete consistent with state and federal law and EOHLC administrative guidance. EOHLC may negotiate changes to the original performance measures and requirements identified in this RFI at any time, to ensure compliance with state and federal laws, regulations, policies, and program goals.

The AUP will cover the 12-month period preceding the end of the LHA’s fiscal year. LHA fiscal year end date is either June 30, September 30, December 31, or March 31. The AUP complete submission is due to EOHLC eight (8) months after the LHA fiscal year end.

LHA Fiscal Year End	LHA Fiscal Year End Reports Due	AUP to LHA for Response	AUP Report Due to EOHLC and LHA
6/30	8/29	1/31	2/28
9/30	11/29	4/30	5/31
12/31	3/1 or 2/29 (if leap year)	7/31	8/31

3/31	5/30	10/31	11/30
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The review of the LHA’s financial records focuses on sixty-six procedures divided into seven categories: (i) general accounting; (ii) tenant accounting; (iii) payroll; (iv) accounts payable; (v) inventory; (vi) procurement; and (vii) eligibility compliance.

The current AUP web format template, adopted pursuant to Public Housing Notice 2020-26, is attached to this RFI as “Attachment C”. Or can be accessed here <https://www.mass.gov/doc/2020-26-program-update-for-agreed-upon-procedures-aup/download>

AUP Process between Auditor, LHA and EOHLC

**Auditor**

- Complete a AUP form for the prior 12-month period for LHAs in their portfolio with either “an exception found” or “no exception” found in the seven (7) criteria listed above;
- Write recommendations/comments where necessary;
- Append a cover letter unique to each AUP and export to PDF;
- Submit to LHA;
- Can recall AUP from LHA.

**LHA**

- Review the AUP form submitted by their Auditor;
- Need to comment on all noted “exceptions found” on the AUP received from the Auditor;
- Export PDF and submit to the Auditor who then submits to EOHLC.

**VI. PRE-QUALIFICATION TERMS AND DETAILS**

**QUALITY AND STANDARDS**

The following quality standards shall apply to all services utilized under this RFI:

- Selected accounting firms shall be responsible for the professional and technical accuracy and the coordination of all work and reports furnished by the firm;
- All reports shall be completed using the standard AUP web format template, a copy of which is attached hereto as “Attachment C”;
- All professional services shall be performed in conformance with applicable federal, state, and local laws, ordinances and regulations; and
- All work shall be performed in accordance with generally accepted government auditing standards.

**COMPENSATION**

“Table 2” on page 5 reflects the maximum compensation firms may earn for the AUP, not including reimbursable expenses. Compensation for services is based upon the number of units that are under management by the LHA.

Maximum compensation will increase by 2 percent each year effective FY '25 (July 1, 2024), TABLE 2

LHA Size	Maximum Hours	Hourly Cost	Total Maximum Cost
1-50 units	15	\$250.00	\$3,750.00
51-199 units	18	\$250.00	\$4,500.00
200-499 units	21	\$250.00	\$5,250.00
500-999 units	24	\$250.00	\$6,000.00
1,000+ units	26	\$250.00	\$6,500.00

**Reimbursable Expenses:**

At the completion of the AUP report, firms should submit to the LHA invoices for payments for reimbursable expenses incurred. These submissions must be supported by invoices or receipts. The following are the **only** allowable reimbursable expenses:

- The cost of printing more than five (5) copies of required submissions;
- Mileage reimbursement for driving in Massachusetts only, at a rate of \$0.62. per mile; and
- Any other specially authorized reimbursements deemed essential by EOHLIC in writing.

**Non-Reimbursable Expenses:**

- LHAs shall not reimburse the firm for telephone, postage, or delivery; and
- The firm shall not be entitled to compensation for the services of sub-consultants.

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**ACQUISITION METHOD**

The acquisition method is fee-for-service. Each LHA will enter into a contract with the firm of their choosing from EOHLIC’s pre-qualified list. The total cost of the AUP shall not exceed the figure presented in “Table 2” above plus any reimbursable expenses. All contracts are subject to appropriation and conditional upon the availability of funds.

Any successful Applicant having costs chargeable to a contract resulting from this RFI shall maintain an accounting system, financial management system, and supporting fiscal records adequate to audit, and any other records necessary to substantiate the Applicant’s claims for payment thereunder.

Please note that, pursuant to M.G.L. c. 121B, § 29, LHAs must choose a different firm from EOHLIC’s pre-qualified list at least every five (5) years. No firm shall perform more than five (5) consecutive AUPs at a single LHA.

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## DURATION OF PRE-QUALIFICATION AND ELIGIBILITY

Firms that are pre-qualified through this RFI will remain pre-qualified until January 1, 2027, with two (2) one-year extensions possible at the discretion of EOHLIC. At that time, EOHLIC will require that firms resubmit their qualifications through the same or similar process.

There are no funds associated with this pre-qualification, and being pre-qualified does not entitle any firm to be selected by LHAs for performance of the AUP.

EOHLIC reserves the right to remove firms from the AUP pre-qualified list due to poor performance.

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## REQUIRED QUALIFICATIONS OF PRE-QUALIFIED FIRM

Any firm pre-qualified through this RFI must be a Massachusetts licensed Certified Public Accountant, hold adequate Errors and Omission/Professional Liability Insurance, and be free from any conflicts of interest with EOHLIC, LHAs, or otherwise. Additionally, any firm pre-qualified through this process must have:

- A record of responsible work;
- Received a positive peer review within the previous three (3) years;
- Completed the continuing professional education requirements;
- Not been suspended or debarred from performing government audits; and
- Not been the object of any disciplinary action during the previous three (3) years.

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## MULTIPLE PRE-QUALIFICATIONS

EOHLIC is seeking to pre-qualify multiple firms to perform the services listed herein. EOHLIC reserves the right to re-open this RFI to add additional pre-qualified firms at any time.

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## PROMOTIONAL MATERIALS

Applicants must not reference EOHLIC or the Commonwealth in any promotional or marketing materials, including but not limited to use of EOHLIC's or the Commonwealth's name or logo, without first obtaining EOHLIC's written approval for such use. Applicants must not use the Commonwealth's seal in any promotional or marketing materials. Applicants are discouraged from including extraneous promotional or marketing materials in their responses and excessive promotional or marketing materials may detract from Applicant's overall score.

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## ADDITIONAL REQUIREMENTS

The selected Applicants must provide all contractual services in a non-discriminatory manner, and in conformance with applicable state and federal regulations, and with any administrative guidance, policies, and other requirements provided by EOHLIC.

For the avoidance of doubt, selected Applicants shall have no rights in or to EOHLIC program participant files and data other than the limited, non-exclusive, and non-transferable right to use such files and data solely as required for the selected Applicants to meet its obligations under contract with LHAs.

All products and services provided to the Commonwealth must comply with all applicable policies adopted by EOHLIC, which shall be made available to Applicants prior to contract execution. At a minimum, all goods and services provided to the Commonwealth must comply with M.G.L. c. 66A (<https://malegislature.gov/laws/generallaws/parti/titlex/chapter66a>), M.G.L. c. 93H (<https://malegislature.gov/laws/generallaws/parti/titlexv/chapter93h>), and the Enterprise Information Security Standards and Policies (<https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>). Applicants shall provide information that demonstrates that their security practices meet the requirements detailed in these policies.

## VII. HOW TO APPLY FOR PRE-QUALIFICATION

All responses, containing the information required in Criterion 1 through 4 below, must be emailed to [EOHLIC\\_publichousingfinance@mass.gov](mailto:EOHLIC_publichousingfinance@mass.gov) with the subject line “AUP Pre-qualification Application”.

**All applications must be received by 5:00pm on December 4, 2023 in order to be considered. Late responses will not be considered.**

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### CRITERIA 1: COVER LETTER

All applications must be accompanied by a cover letter introducing the firm. The cover letter must include the following information:

- Applicant’s legal name, complete address, telephone number, web address, and, if applicable, fax number.
- A point of contact person for the Applicant, including name, phone number, and email address.
- An indication of which area(s) of the Commonwealth Applicant intends to serve. The areas are:
  - Western Massachusetts
  - Central Massachusetts
  - Cape Cod and the Islands
  - Greater Boston
  - North of Boston
  - South of Boston

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### CRITERIA 2: EXPERIENCE AND QUALIFICATIONS NARRATIVE

All applications must be accompanied by a narrative explaining the Applicant’s relevant experience and qualifications. The narrative must not exceed eight (8) double spaced pages in size 12 Times New Roman font. The narrative must include the following information:

- A description of the Applicant firm, including the firm’s focus area, experience, and capacity. This should include information on when the firm was established and how many full-time equivalent employees the firm has.
- A description of the Applicant firm’s current presence in Massachusetts.
- A description of the Applicant firm’s depth of experience in AUP or related fields, including how long the Applicant firm has offered auditing-related services, what related services are also offered, a description of the Applicant firm’s experience in working with state government agencies, and a description of the Applicant firm’s experience in working with LHAs.
- A description of the Applicant firm’s methodology in conducting an AUP.
- A description of the Applicant firm’s experience in auditing public or quasi-public agencies including, if applicable, a list of up to five (5) audits or AUPs completed at public or quasi-public agencies in the previous five (5) years.
- An affirmation that the Applicant firm will be able to conduct the AUP in EOHL’s web application.
- A description of any known or potential conflicts of interest that would prohibit the Applicant firm from contracting with LHAs, in accordance with the Massachusetts Conflict of Interest Law, M.G.L. c. 268A.
- A list of any LHAs or non-profit organizations the Applicant firm has worked with in the previous five (5) years, including a brief description of the nature of the work performed.

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### CRITERIA 3: FEE PROPOSAL

The Compensation portion of Section III of this RFI limits the cost firms may receive for performing an AUP. Included with all applications must be an affirmation that the Applicant firm will be able to adhere to the fee structure contained in Section III of this RFI.

Additionally, all applications must include a list of each staff member who will work on the AUP, the individual’s name, title, role, years of experience, and hourly rate.

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### CRITERIA 4: RESUMES, REFERENCES, AND LICENSE

All applications must include a copy of the Applicant firm’s current Massachusetts Certified Public Accountant license and the resumes of up to six (6) staff members who would be assigned to the AUP.

Applications must also include at least (3) references from current or past clients (within the previous five (5) years) for similar projects.

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### ADDITIONAL TERMS

By submitting their application, the Applicant agrees to the terms of this RFI. In addition, by submitting their response, the Applicant affirms that there are no pending debarment or litigation issues involving the Applicant or the services provided in the application that may impair or interfere with the LHAs’ or EOHL’s right to use the services.

All materials submitted to EOHL during this RFI process become the property of EOHL upon their receipt and will not be returned. Except as provided in the Massachusetts Public Records Law, all materials submitted to EOHL may be subject to release as public records. In no event shall EOHL, the LHA, or any of their agents,



representatives, consultants, directors, officers, or employees be liable to an Applicant for the disclosure of all or a portion of a response or related information submitted during this RFI.

**Appropriate Content:** Content submitted or entered in response to this RFI must be suitable for public viewing. Bidders must not include inappropriate content, including but not limited to, information that could be considered personal, security sensitive, inflammatory, incorrect, or collusory. EOHLC reserves the right to edit or delete any inappropriate content.

**Electronic Quotes:** Only electronic quotes submitted via COMMBUYS will be accepted in response to this RFI. For instructions concerning how to submit a response, please see Attachment A to this RFI.

**No Alterations:** Applicants may not alter (manually or electronically) the RFI language, or any RFI component files, except as may be directed in the RFI. Modifications to the body of the RFI, specifications, terms, and conditions, or which change the intent of this RFI are prohibited and will be disregarded.

**Reasonable Accommodations:** Applicants with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFI information in an alternative format, must communicate such requests in writing to [Christine.devore@mass.gov](mailto:Christine.devore@mass.gov) requests for accommodation will be addressed on a case-by-case basis. EOHLC reserves the right to reject unreasonable requests.

**Conflicts:** EOHLC reserves the right to require any Applicant to take any action or supply any information necessary to remove any real or perceived conflict of interest. EOHLC may disqualify any Bidder or reject any proposal on the grounds that there is a conflict of interest and may terminate any contract arising out of this RFI if, in the opinion of EOHLC, the relationship would create or have the potential to create a real or perceived conflict of interest that cannot be resolved to the satisfaction of EOHLC.

## VIII. SELECTION PROCESS

Applicants' responses/bids made in response to this RFI shall remain in effect for at least 120 days from the date of bid submission. All applications will be reviewed by a committee of senior staff in EOHLC's Division of Public Housing. The committee will evaluate and score applications based on the following criteria:

- Qualifications;
- Expertise;
- References; and
- Capacity.

EOHLC reserves the right to consider additional information in its review, including any previous experience the Applicant has had with any State agency.

EOHLC will pre-qualify, on behalf of LHAs, eligible firms to perform AUPs for LHAs. LHAs will receive a list of firms that they can choose from and will use a standard EOHLC Contract (Attachment D).

Review rights notwithstanding the foregoing, responses to this RFI may be reviewed and evaluated by any person(s) at the discretion of EOHLC, including non-allied and independent consultants retained by EOHLC the sole purpose of evaluating and analyzing responses.

## ATTACHMENT A – COMMBUYS INSTRUCTIONS

While all applications seeking funding pursuant to this RFI should be submitted to [EOHLC\\_publichousingfinance@mass.gov](mailto:EOHLC_publichousingfinance@mass.gov), this RFI will be launched and managed via COMMBUYS. Instructions for log-in and use of COMMBUYS are described in <http://www.mass.gov/anf/docs/osd/forms/instructions-for-vendors-responding-to-bids.docx>

LHAs may also contact the COMMBUYS Helpdesk at [COMMBUYS@mass.gov](mailto:COMMBUYS@mass.gov) or the COMMBUYS Helpline at 1- 888-MA-STATE.

LHAs are required to monitor COMMBUYS for changes to the procurement calendar for this NOFA. It is the responsibility of the prospective LHA to maintain an active registration in COMMBUYS and to keep current the email address of the LHA's contact person and prospective contract manager. EOHLC and the Commonwealth assume no responsibility if a prospective LHA's designated email address is not current, or if technical problems, including those with the prospective LHA's computer, network or internet service provider cause email communications sent to/from the LHA and EOHLC to be lost or rejected by any means including email or spam filtering.

**ATTACHMENT B – LOCAL HOUSING AUTHORITIES IN MASSACHUSETTS**

Barnstable County	
BARNSTABLE HOUSING AUTHORITY	HARWICH HOUSING AUTHORITY
BOURNE HOUSING AUTHORITY	MASHPEE HOUSING AUTHORITY
BREWSTER HOUSING AUTHORITY	ORLEANS HOUSING AUTHORITY
CHATHAM HOUSING AUTHORITY	PROVINCETOWN HOUSING AUTHORITY
DENNIS HOUSING AUTHORITY	SANDWICH HOUSING AUTHORITY
FALMOUTH HOUSING AUTHORITY	YARMOUTH HOUSING AUTHORITY

Berkshire County	
ADAMS HOUSING AUTHORITY	LENOX HOUSING AUTHORITY
BERKSHIRE COUNTY REGIONAL HOUSING AUTHORITY	NORTH ADAMS HOUSING AUTHORITY
DALTON HOUSING AUTHORITY	PITTSFIELD HOUSING AUTHORITY
GREAT BARRINGTON HOUSING AUTHORITY	STOCKBRIDGE HOUSING AUTHORITY
LEE HOUSING AUTHORITY	WILLIAMSTOWN HOUSING AUTHORITY

Bristol County	
ACUSHNET HOUSING AUTHORITY	NEW BEDFORD HOUSING AUTHORITY
ATTLEBORO HOUSING AUTHORITY	NORTH ATTLEBOROUGH HOUSING AUTHORITY
DARTMOUTH HOUSING AUTHORITY	RAYNHAM HOUSING AUTHORITY
DIGHTON HOUSING AUTHORITY	REHOBOTH HOUSING AUTHORITY
DUKES COUNTY REGIONAL HOUSING AUTHORITY	SEEKONK HOUSING AUTHORITY
EASTON HOUSING AUTHORITY	SOMERSET HOUSING AUTHORITY
FAIRHAVEN HOUSING AUTHORITY	SWANSEA HOUSING AUTHORITY
FALL RIVER HOUSING AUTHORITY	TAUNTON HOUSING AUTHORITY
MANSFIELD HOUSING AUTHORITY	WESTPORT HOUSING AUTHORITY

Essex County	
AMESBURY HOUSING AUTHORITY	MERRIMAC HOUSING AUTHORITY
ANDOVER HOUSING AUTHORITY	METHUEN HOUSING AUTHORITY
BEVERLY HOUSING AUTHORITY	NAHANT HOUSING AUTHORITY
DANVERS HOUSING AUTHORITY	NEWBURYPORT HOUSING AUTHORITY
ESSEX HOUSING AUTHORITY	NORTH ANDOVER HOUSING AUTHORITY
GEORGETOWN HOUSING AUTHORITY	PEABODY HOUSING AUTHORITY

GLOUCESTER HOUSING AUTHORITY	ROCKPORT HOUSING AUTHORITY
GROVELAND HOUSING AUTHORITY	ROWLEY HOUSING AUTHORITY
HAMILTON HOUSING AUTHORITY	SALEM HOUSING AUTHORITY
HAVERHILL HOUSING AUTHORITY	SALISBURY HOUSING AUTHORITY
IPSWICH HOUSING AUTHORITY	SAUGUS HOUSING AUTHORITY
LAWRENCE HOUSING AUTHORITY	SWAMPSCOTT HOUSING AUTHORITY
LYNN HOUSING AUTHORITY	TOPSFIELD HOUSING AUTHORITY
LYNNFIELD HOUSING AUTHORITY	WENHAM HOUSING AUTHORITY
MANCHESTER HOUSING AUTHORITY	WEST NEWBURY HOUSING AUTHORITY
MARBLEHEAD HOUSING AUTHORITY	

Franklin County	
GREENFIELD HOUSING AUTHORITY	
MONTAGUE HOUSING AUTHORITY	

Hampden County	
AGAWAM HOUSING AUTHORITY	MONSON HOUSING AUTHORITY

CHICOPEE HOUSING AUTHORITY	PALMER HOUSING AUTHORITY
EAST LONGMEADOW HOUSING AUTHORITY	SOUTHWICK HOUSING AUTHORITY
HAMPDEN HOUSING AUTHORITY	SPRINGFIELD HOUSING AUTHORITY
HOLYOKE HOUSING AUTHORITY	WEST SPRINGFIELD HOUSING AUTHORITY
LONGMEADOW HOUSING AUTHORITY	WESTFIELD HOUSING AUTHORITY
LUDLOW HOUSING AUTHORITY	WILBRAHAM HOUSING AUTHORITY

Hampshire County	
AMHERST HOUSING AUTHORITY	HAMPSHIRE COUNTY REGIONAL HOUSING AUTHORITY
BELCHERTOWN HOUSING AUTHORITY	HATFIELD HOUSING AUTHORITY
EASTHAMPTON HOUSING AUTHORITY	NORTHAMPTON HOUSING AUTHORITY
GRANBY HOUSING AUTHORITY	SOUTH HADLEY HOUSING AUTHORITY
HADLEY HOUSING AUTHORITY	SOUTHAMPTON HOUSING AUTHORITY

Middlesex County	
ACTON HOUSING AUTHORITY	MAYNARD HOUSING AUTHORITY
ARLINGTON HOUSING AUTHORITY	MEDFORD HOUSING AUTHORITY

ASHLAND HOUSING AUTHORITY	MELROSE HOUSING AUTHORITY
AYER HOUSING AUTHORITY	MIDDLETON HOUSING AUTHORITY
BEDFORD HOUSING AUTHORITY	NATICK HOUSING AUTHORITY
BELMONT HOUSING AUTHORITY	NEWTON HOUSING AUTHORITY
BILLERICA HOUSING AUTHORITY	NORTH READING HOUSING AUTHORITY
BURLINGTON HOUSING AUTHORITY	PEPPERELL HOUSING AUTHORITY
CAMBRIDGE HOUSING AUTHORITY	READING HOUSING AUTHORITY
CARLISLE HOUSING AUTHORITY	SOMERVILLE HOUSING AUTHORITY
CHELMSFORD HOUSING AUTHORITY	STONEHAM HOUSING AUTHORITY
CONCORD HOUSING AUTHORITY	STOW HOUSING AUTHORITY
DRACUT HOUSING AUTHORITY	SUDBURY HOUSING AUTHORITY
EVERETT HOUSING AUTHORITY	TEWKSBURY HOUSING AUTHORITY
FRAMINGHAM HOUSING AUTHORITY	TYNGSBOROUGH HOUSING AUTHORITY
GROTON HOUSING AUTHORITY	WAKEFIELD HOUSING AUTHORITY
HOLLISTON HOUSING AUTHORITY	WALTHAM HOUSING AUTHORITY
HOPKINTON HOUSING AUTHORITY	WATERTOWN HOUSING AUTHORITY
HUDSON HOUSING AUTHORITY	WAYLAND HOUSING AUTHORITY

LEXINGTON HOUSING AUTHORITY	WESTFORD HOUSING AUTHORITY
LITTLETON HOUSING AUTHORITY	WILMINGTON HOUSING AUTHORITY
LOWELL HOUSING AUTHORITY	WINCHESTER HOUSING AUTHORITY
MALDEN HOUSING AUTHORITY	WOBBURN HOUSING AUTHORITY
MARLBOROUGH CDA HOUSING DIVISION	

Nantucket County
NANTUCKET HOUSING AUTHORITY

Norfolk County	
AVON HOUSING AUTHORITY	MILLIS HOUSING AUTHORITY
BELLINGHAM HOUSING AUTHORITY	MILTON HOUSING AUTHORITY
BRAINTREE HOUSING AUTHORITY	NEEDHAM HOUSING AUTHORITY
BROOKLINE HOUSING AUTHORITY	NORFOLK HOUSING AUTHORITY
CANTON HOUSING AUTHORITY	NORTON HOUSING AUTHORITY
COHASSET HOUSING AUTHORITY	NORWOOD HOUSING AUTHORITY
DEDHAM HOUSING AUTHORITY	PLAINVILLE HOUSING AUTHORITY
FOXBOROUGH HOUSING AUTHORITY	QUINCY HOUSING AUTHORITY



FRANKLIN COUNTY REGIONAL HOUSING AUTHORITY	RANDOLPH HOUSING AUTHORITY
FRANKLIN HOUSING AUTHORITY	SHARON HOUSING AUTHORITY
HINGHAM HOUSING AUTHORITY	STOUGHTON HOUSING AUTHORITY
HOLBROOK HOUSING AUTHORITY	WALPOLE HOUSING AUTHORITY
HULL HOUSING AUTHORITY	WELLESLEY HOUSING AUTHORITY
MEDFIELD HOUSING AUTHORITY	WEYMOUTH HOUSING AUTHORITY
MEDWAY HOUSING AUTHORITY	WRENTHAM HOUSING AUTHORITY

Plymouth County	
ABINGTON HOUSING AUTHORITY	MATTAPOISETT HOUSING AUTHORITY
BRIDGEWATER HOUSING AUTHORITY	MIDDLEBOROUGH HOUSING AUTHORITY
BROCKTON HOUSING AUTHORITY	NORWELL HOUSING AUTHORITY
CARVER HOUSING AUTHORITY	PEMBROKE HOUSING AUTHORITY
DUXBURY HOUSING AUTHORITY	PLYMOUTH HOUSING AUTHORITY
EAST BRIDGEWATER HOUSING AUTHORITY	ROCKLAND HOUSING AUTHORITY
HALIFAX HOUSING AUTHORITY	SCITUATE HOUSING AUTHORITY
HANOVER HOUSING AUTHORITY	WAREHAM HOUSING AUTHORITY

HANSON HOUSING AUTHORITY	WEST BRIDGEWATER HOUSING AUTHORITY
KINGSTON HOUSING AUTHORITY	WHITMAN HOUSING AUTHORITY
MARSHFIELD HOUSING AUTHORITY	

Suffolk County	
BOSTON HOUSING AUTHORITY	REVERE HOUSING AUTHORITY
CHELSEA HOUSING AUTHORITY	WINTHROP HOUSING AUTHORITY

Worcester County	
ATHOL HOUSING AUTHORITY	MILFORD HOUSING AUTHORITY
AUBURN HOUSING AUTHORITY	MILLBURY HOUSING AUTHORITY
BARRE HOUSING AUTHORITY	NORTH BROOKFIELD HOUSING AUTHORITY
BLACKSTONE HOUSING AUTHORITY	NORTHBOROUGH HOUSING AUTHORITY
BRIMFIELD HOUSING AUTHORITY	NORTHBRIDGE HOUSING AUTHORITY
BROOKFIELD HOUSING AUTHORITY	ORANGE HOUSING AUTHORITY
CHARLTON HOUSING AUTHORITY	OXFORD HOUSING AUTHORITY
CLINTON HOUSING AUTHORITY	SHREWSBURY HOUSING AUTHORITY
DOUGLAS HOUSING AUTHORITY	SOUTHBOROUGH HOUSING AUTHORITY

DUDLEY HOUSING AUTHORITY	SOUTHBRIDGE HOUSING AUTHORITY
FITCHBURG HOUSING AUTHORITY	SPENCER HOUSING AUTHORITY
GARDNER HOUSING AUTHORITY	STERLING HOUSING AUTHORITY
GRAFTON HOUSING AUTHORITY	SUTTON HOUSING AUTHORITY
HARVARD HOUSING AUTHORITY	TEMPLETON HOUSING AUTHORITY
HOLDEN HOUSING AUTHORITY	UPTON HOUSING AUTHORITY
HOPEDALE HOUSING AUTHORITY	UXBRIDGE HOUSING AUTHORITY
LANCASTER HOUSING AUTHORITY	WARE HOUSING AUTHORITY
LEICESTER HOUSING AUTHORITY	WARREN HOUSING AUTHORITY
LEOMINSTER HOUSING AUTHORITY	WEBSTER HOUSING AUTHORITY
LUNENBURG HOUSING AUTHORITY	WEST BOYLSTON HOUSING AUTHORITY
MENDON HOUSING AUTHORITY	WEST BROOKFIELD HOUSING AUTHORITY
MILFORD HOUSING AUTHORITY	WESTBOROUGH HOUSING AUTHORITY
MILLBURY HOUSING AUTHORITY	WESTMINSTER HOUSING AUTHORITY
NORTH BROOKFIELD HOUSING AUTHORITY	WINCHENDON HOUSING AUTHORITY
NORTHBOROUGH HOUSING AUTHORITY	WORCESTER HOUSING AUTHORITY

**ATTACHMENT C: EOHLC WEB FORMAT TEMPLATE**

**Housing Authority Name:**

**Fiscal Year End (FYE):**  
**Date of AUP Conducted:**  
**Executive Director:**  
**CPA:**  
**CPA Phone:**  
**HMS**  
**Total AUP Exceptions:**

<b>A. General Accounting</b>			
<b>Total # of exceptions:</b>	<b>Rating:</b>		
	<b>Exceptions</b>	<b>CPA Recommendations</b>	<b>LHA Response</b>
<b>A. Reconciling financial statements to general ledger.</b>			
1. The amounts reported on the Operating Statement and Balance Sheet (DHCD Forms 51-1 and 51-2, respectively) reconcile to the LHA's general ledger. (Tolerable error of +/- \$100). For all cases that don't match, please detail specifics including at a minimum account and variance amount in column to right.			
<b>B. The following general ledger accounts reconcile to supporting documentation (Tolerable error of +/- \$100, unless otherwise noted): For all cases that don't match, please detail specifics including at a minimum account and variance amount in CPA Recommendations column.</b>			
1. Cash accounts (#1111 to #1114.1 and #1162) are in agreement with bank statements and reconciliations			
2. Tenant Accounts Receivable and Prepaid Tenant Rent accounts (#1122, #1124 and #2240) are in agreement with agings of Tenants Accounts Receivable (TAR)			
3. Capital Assets and Accumulated Depreciation (all fixed assets except 1400.2) are in agreement with the depreciation schedule/fixed asset listing).			
4. Accounts Payables accounts (#2111, #2111.1, #2120 and #2139) are in agreement with supporting documentation for Accounts Payables and accruals.			
5. Accrued Compensated Absences accounts (#2135 and #2335.01) are in agreement with the compensated absences schedule.			
6. DHCD approved budget exemptions for <u>direct</u> reimbursement as found in the (ANUEL & Subsidy Worksheet - Section 8 in the Operating Statement) are in agreement with LHA record of actual expenses in the General Ledger.			
7. Salaries and Gross Wages (4110, 4410, 4120) (tolerable error of +/- 3.0%) are in agreement with the MA form WR-1 (state filings).			

8. Balance Sheet Accounts (#2140, #2339.1, and #2339.2) are in agreement with OPEB/pension reporting.			
<b>C. DHCD Public Housing Notice #2018-4, Direct Cost Exemption for Operating Reserve Augmentation in FY2018 Budget &amp; New Operating Reserve Thresholds.</b>			
If operating reserves are below 35% and expenditure is Health and Safety related, LHA submitted Request form after expenditure was incurred. If operating reserves are 20% up to 35% and expenditure is not Health and Safety related, LHA submitted Request form and received DHCD approval prior to expenditure. No operating reserve expenditures if operating reserve is below 20% and expenditure is not Health and Safety related.			
<b>B. Tenant Accounting</b>			
<b>Total # of exceptions:</b>	<b>Rating:</b>		
	Exceptions	CPA Recommendations	LHA Response
<b>A. Select a random sample of rent transactions (Small - 5, Med - 10, Large - 15, Very Large - 20) of rent transactions. Include at least 20% are credit adjustments and 20% are lease enforcements (if have).</b>			
1. The Authority retained supporting documentation for rent receipts.			
2. The Authority posted rent receipts to the correct tenant accounts.			
3. The Authority retained documentation supporting credit adjustments.			
4. The Authority followed its rent collection policy for non-payment of rent (i.e., issued a notice to quit, followed eviction protocol.)			
<b>B. Account Write-Offs</b>			
1. Documentation of Board approval to write-off account (board approval of write-off required per budget guidelines for Acct #4570 - Collection Loss).			
<b>C. Vacancies Being Reported in Vacancy System</b>			
1. Verify that the number of vacant units accounted for in the LHA's operating software is the same number of vacancies reported by the LHA in the DHCD On-Line Vacancy System for the fiscal year.			
<b>C. Payroll</b>			
<b>Total # of exceptions:</b>	<b>Rating:</b>		
	Exceptions	CPA Recommendations	LHA Response
<b>A. Wage Reporting</b>			
1. Actual wages for the Top 5 highest paid employees was consistent with the DHCD-approved budget (Schedule of All Salaries and Positions Report), excluding over-time and longevity payments. (Tolerable error of +/- 3.0% of budgeted salary)			
2. Verify the amount reported on the Top 5 Compensation Form matches exactly the amount reported on reconciled to the WR-1.			

3. LHA is in possession of DHCD-approved executive contract signed by the LHA, Executive Director and DHCD. If LHA can show that currently being processed by DHCD and was not returned to the LHA for failing to meet DCHD's requirements, LHA can produce the last DHCD-approved executive contract or at-will agreement signed by the LHA, Executive Director and DHCD.			
<b>B. Payroll Testing for all employees from all funding sources - Select a single payroll period:</b>			
1. The payroll register accurately accounts for time worked as logged on employee timesheets/time cards.			
2. Timesheets/time cards are maintained by all employees (including Executive Director) and were approved by supervisor (except Executive Director) including leave taken.			
3. Annual leave time (i.e., sick, vacation, personal) used is identified on timesheets/time cards and accurately accounted for in a compensated absences register.			
<b>C. Compensated Absences Policy</b>			
1. Personnel Policy includes (1) the limits on the amount of vacation and sick leave that will be accrued each year, and when and how such leave will be accrued; (2) a limit on the amount of accrued vacation that may be carried over from year to year, and; (3) a cap on the payout for accrued and unused sick leave at the end of employment per PHN 2017-14.			
2. The Authority is accounting for annual leave time earned in accordance with the Authority's personnel policy.			
<b>D. Accounts Payable</b>			
<b>Total # of exceptions:</b>	<b>Rating:</b>		
	Exceptions	CPA Recommendations	LHA Response
<b>A. Select a random sample of (Small - 15, Med - 20, Large - 25, Very Large - 25) cash disbursement transactions. The auditor may substitute random selections for large or unusual items identified in a review of the cash disbursements journal. The auditor should substitute for at least one credit card statement, at least one employee expense reimbursement transaction, at least one capital expense, at least one operating expense and at least one debit card transaction.</b>			
<b>For all discrepancies, to the right detail the type of payable, the date, the charge, and the amount.</b>			
1. Cash disbursements were authorized in accordance with the Authority's policies.			
2. Cash disbursements are in agreement with supporting documentation.			
3. Supporting documentation is sufficiently detailed.			
4. Costs are allowable (i.e. sales tax, alcohol, lottery tickets)			
5. Costs are properly allocated to the correct program(s). Cost of current year additions are allocated to programs in a manner consistent with the use of the asset.			
6. Costs are properly classified.			

<b>E. Inventory</b>			
<b>Total # of exceptions:</b>	<b>Rating:</b>		
	Exceptions	CPA Recommendations	LHA Response
<b>A. Capital and Non-Capital Asset Inventory</b>			
1. The Authority performed a physical count of its capital asset and non-capital asset inventory at least annually (non-capital assets are refrigerators and stoves and other furniture equipment over the Authority's non-capital inventory threshold, which may not exceed \$1,000).			
2. Capital and Non-Capital Asset inventory includes all necessary information to identify the asset. For non-capital assets that includes a tag with an LHA-assigned number for all assets of \$1,000 or more (and all refrigerators and stoves of any value). For relevant assets of \$5,000 or more that includes the make/model/year for vehicles and the FISH number.			
3. The Authority identified additions and disposals of capital and non-capital assets for the accounting period.			
4. Select a random sample of non-capital assets by tag number (Small - 3, Med - 6, Large - 9, Very Large - 12) and verify existence.			
<b>F. Procurement</b>			
<b>Total # of exceptions:</b>	<b>Rating:</b>		
	Exceptions	CPA Recommendations	LHA Response
<p><b>For A to C below, examine the cash disbursements journal (or check register) as well as the contract register and identify purchases of goods and services during the year that should have been competitively procured. From these purchases that should have been competitively procured, select a sample (Small - 3, Med - 5, Large - 7, Very Large - 9) of known or possible procurements valuing \$10,000 or more; if possible when selecting the sample, include at least one procurement valuing \$10,000 to \$50,000 and one procurement valuing more than \$50,000 (for goods and services for MGL c. 30B only). If any in the sample were not competitively procured, enter as an exception in A. For sampled purchases that went through procurement, follow procedures under B or C below depending on the size of the procurement.</b></p>			
<b>A. Procurement Policy</b>			
1. The Authority's procurement policy is consistent with the requirements of MGL c. 30b (or more conservative federal regulations).			
2. The Authority maintains a contract register which includes the following information: contractor, description, active/inactive, start date, end date, extensions available, contract award amount, change orders amount, contract expenditures to date and remaining value.			
<p><b>B. Known and possible procurements valuing (\$10,000 up to and including \$50,000) (for goods and services for MGL c. 30B only).</b>  <b>LHA can follow more conservative federal regulations when applicable. [ - If N/A selected for any one below, then default all drop downs to N/A in this section]</b></p>			
1. Proper procurement method used.			
2. Proper selection based on MGL c.30B s.5 solicitation of quotes requirements.			

3. Documentation of a written purchase description with solicitation of written quotes from at least three persons.			
4. Contract was for not more than 3 years unless majority board vote allowed it to be longer.			
5. Board vote is documented approving individual contract, or a board vote to delegate authority over certain contracts (by dollar threshold or other criteria) to an LHA staff member, usually Executive Director.			
6. Contract did not go through automatic renewals unless renewals were part of the original procurement.			
7. The contracts are included on the Authority's contract register.			
<b>C. Known and possible procurements valuing (more than \$50,000) (for goods and services for MGL c. 30B only). LHA can follow more conservative federal regulations when applicable. [ - If N/A selected for any one below, then default all drop downs to N/A in this section]</b>			
1. Proper procurement method used.			
2. Proper selection based on MGL c.30B s.5 IFB requirements or MGL c.30B s.6 RFP requirements. If using MGL C.30B s.6 RFP requirements, LHA must have a Chief Procurement Officer (CPO) conduct the procurement under c.30B s.6.			
3. Documentation of Newspaper advertisement, LHA's Office and COMMBUYS two weeks prior to bidding process. If contract was for over \$100K, it was advertised in the Goods & Services Bulletin.			
5. If IFB, contract award went to lowest bidder. If RFP, contract went to lowest bidder or letter explaining why went with another bidder.			
6. Board vote is documented approving individual contract, or a board vote to delegate authority over certain contracts (by dollar threshold or other criteria) to an LHA staff member, usually Executive Director.			
7. Contract did not go through automatic renewals unless renewals were part of the original procurement.			
8. The contracts are included on the Authority's contract register.			
<b>G. Eligibility Compliance</b>			
<b>Total # of exceptions:</b>		<b>Rating:</b>	
	Exceptions	CPA Recommendations	LHA Response
<b>A. Public Housing - Select a sample (Small LHA - 5, Medium LHA - 10, Large or Very Large LHA - 15) of tenant files (from programs 200, 667, 705); if the LHA has multiple property managers, at least one file should be selected per manager.</b>			
1. The Authority performed timely annual rent determinations (or bi-annual if the Authority has a waiver from DHCD to do so).			
2. The Authority properly calculated rent.			
3. The Authority verified family composition.			
4. The Authority verified income, exclusions from income and deductions.			
5. The Authority properly sent notifications of rent redetermination at least 60 days prior to the effective date.			



6. The Authority properly sent notifications of rent change at least 14 days prior to the effective date.			
7. The Authority was timely in the execution of lease addendums.			
<b>B. MRVP - Select a sample of annual rent determinations (sample 10% (min:1 max:15) of leased MRVP units). [ - If N/A selected for any one below, then default all drop downs to N/A in this section]</b>			
1. The Authority performed timely annual rent determinations.			
2. The Authority properly calculated rent.			
3. The Authority verified family composition.			
4. The Authority verified income, exclusions from income and deductions.			
5. The Authority obtained Certificates of Fitness (COF).			
6. The Authority obtained Letters of Compliance for Lead Paint if child <6 years old and building built prior to 1978 with no new construction permit.			
7. The Authority obtained Proofs of Ownership			
8. The Authority obtained W9s for landlords.			

# ATTACHMENT D: EOHL STANDARD CONTRACT FORM

## 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.mass.gov/lists/ctr-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> MMARS Department Code:	
Legal Address: (W-9, W-4):		Business Mailing Address:	
Contract Manager:	Phone:	Billing Address (if different):	
E-Mail:	Fax:	Contract Manager:	Phone:
Contractor Vendor Code: VC		E-Mail:	Fax:
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
<input type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (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 - <a href="#">815 CMR 2.00</a> ) (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"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date Prior to Amendment: ____/____/20____ Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE:</b> (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 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			
<b>COMPENSATION:</b> (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 <a href="#">815 CMR 9.00</a> . <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 type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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: ____ agree to standard 45 day cycle ____ statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); ____ only initial payment (Subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:</b> (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.)			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____/____/20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of ____/____/20____, 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.			
<b>CERTIFICATIONS:</b> 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 <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____	