



Select Board
Meeting Packet
November 28, 2023

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This post was contributed by a community member. The views expressed here are the author's own.

[Community Corner](#)

Medfield School Committee Vacancy

The School Committee and Select Board will be making a temporary appointment to fill the seat until the next election in 2024.



Colleen M. Sullivan, Patch Mayor

Posted Wed, Nov 15, 2023 at 3:05 pm ET



ADVERTISEMENT

Medfield School Committee Vacancy

The Medfield School Committee has a newly open vacancy.

ADVERTISEMENT

The School Committee and Select Board will be making a temporary appointment to fill the seat until the next election in 2024. If you are interested in being considered for the temporary appointment, please email scchair@email.medfield.net no later than Wednesday, November 22 at 5 PM.

For additional info, please consult SC policy BBBE: https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/775/Medfield_Public_Schools/2755826/Section_B_-Board_Governance_and_Operations.pdf

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UNEXPIRED TERM FULFILLMENT

When a vacancy on the Medfield School Committee occurs for any reason, the Board of Selectmen and the remaining members of the Committee share the responsibility for filling it.

As provided in the law, the School Committee shall notify the Selectmen that a vacancy has been created within 30 days after it has occurred. After one week's notice has been given by the Committee to the Selectmen, so that voters of the town may have the opportunity to state their candidacy, the two governing bodies will meet to fill the vacancy by roll call vote.

For election to fill a vacancy, a candidate must receive a majority of the votes of the officers entitled to vote. The person so elected shall fill the seat on the Committee until the next Town Election, at which time a member shall be elected to serve the remainder of the term, if any.

Established through statute.

LEGAL REF.: [M.G.L. 41:11](#)

Approved By School Committee: March 10, 2022

MEMO

Medfield Employers & Merchants Organization, Inc,
P. O. Box 6
Medfield, MA 02052-0006

November 13, 2023

Board of Selectmen
Medfield Town Hall
459 Main Street
Medfield, MA 02052

Dear Board Members:

The annual Holiday parade is scheduled for Saturday, December 2nd at 1:00 PM, beginning and ending at the Middle School, and will follow the usual route shown on the enclosed sheet.

As always, MEMO would like the Board of Selectman to lead the Parade by either walking or riding in a float. Please invite any former Selectman to join you.

The annual Tree Lighting, Caroling, and selection of Santa's Elves will take place on Friday evening, December 1, 2023, at 6:30 PM at Baxter Park. You are also most cordially invited to attend and participate in the tree-lighting festivities.

Finally, I am requesting that the Board take whatever formal action may be necessary at its earliest convenience to issue a Parade Permit. I have corresponded with Chief Guerette and Chief Carrico relative to the planned parade route. I will meet with them or their representative to promote the safe flow of vehicular and foot traffic through the school area. I have also worked with the school administration to secure permission to use school grounds for the start and finish of the parade.

If you have any questions, please do not hesitate to contact me. I thank you for your continued support of MEMO's Holiday activities and wish you all a joyous and peaceful Holiday Season.

Very truly yours,



Alison Brown
Medfield MEMO Holiday Parade Committee
P O Box 6
Medfield, MA 02052

Alison.brown@nemoves.com
508-380-7280

Enclosure: Proposed Parade Route

MEMO

HOLIDAY PARADE ROUTE

Saturday, December 2, 2023
Starting time: 1:00 P.M.

From **Middle School**, **LEFT** onto Pound Street

RIGHT onto South Street to lights (Brothers' Market, Route 109)

LEFT on Main Street to Park Street (at RR tracks);

LEFT on Park Street to Oak Street;

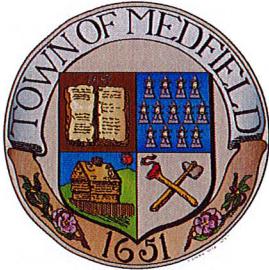
LEFT on Oak Street to Pleasant Street;

RIGHT on Pleasant Street;

LEFT on Metacomet Street;

STRAIGHT into High School Grounds,

CONCLUDE at Middle School Parking Lot,
approximately 2:00 P.M.



TOWN OF MEDFIELD

Office of the
BUILDING DEPARTMENT

Phone (508) 906-3005

Fax (508) 359-4335

Dana Hinthorne, CBO
Building Commissioner/
Zoning Enforcement Officer

Erika Robertson
Weights & Measures
erobertson@medfield.net

FEE SCHEDULE Weights and Measures

<u>DEVICE</u>	<u>Fee</u>
Bottle/Can Refund Machine	\$30.00
Scales - 100 lbs. Maximum	\$30.00
Scales - 300 lbs. Maximum	\$50.00
Scales – 1,000 lbs. +	\$100.00
Pharmacy Compounding Scales	\$30.00
Auto Fuel Pumps, per side, One Metering Device	\$36.00
Two-Metering Devices in Blend Configuration	\$36.00
Each Additional Metering Device not in a Blend Configuration	\$36.00
Water, Oil, Solids Dispensers or other liquids, up to 5 gallons or equivalent	\$15.00
Volumetric Measures (liquid or dry) up to 5 gallons or equivalent	\$5.00
Measurement Tools	\$5.00
Yardage Measuring Devices	
Automated Retail Checkout Systems – up to 3 scanners	\$75.00
3+Scanners – Each Additional Scanner Cost	\$7.00
Taxi Meters	\$75.00
Fuel Oil Delivery Truck Meters	\$80.00

****Please Note the Following:**

1. The fees listed above are for services associated with inspection, testing, or sealing measuring devices. Fees apply whether or not device(s) meet requirement to pass
2. If a measuring device does not meet the requirements but can be immediately corrected while the inspector is on-site, you will pay an additional 50% of the initial charge, plus initial charge. If the correction, re-inspection, or re-test must be done later, a separate even and full separate fee applies.

Capital stabilization fund requests				
Department	Project #	Project	Funding Source	FY2025 Request
Land Use, Building Inspections, Public Works	TWN 1	OpenGov Software	Capital Stabilization Fund	80,000
Fire	MFD 11	Large and Small DIA Hose	Capital Stabilization Fund	91,000
Public Works	PW 11	Ford F550	Capital Stabilization Fund	105,000
Public Works	PW 17	6-Wheel Dump Truck	Capital Stabilization Fund	262,000
Public Works	PW 26	Cemetery Mower	Capital Stabilization Fund	17,000
DPW Pavement Management	PAVE 7	Pavement Management and Improvement - Various Projects	Capital Stabilization Fund	185,000
Public Works	PW 29	Variable Sign	Capital Stabilization Fund	30,000
Police	MPD 13	Police vehicle	Capital Stabilization Fund	33,000
Police	MPD 20	Taser Update	Capital Stabilization Fund	72,000
Information Technology - School	IT 5	School Information Technology	Capital Stabilization Fund	300,000
Facilities	FACILITIES 4	Vehicle replacements	Capital Stabilization Fund	60,000
		Total		1,235,000

Other funding source requests				
Department	Project #	Project	Funding Source	FY2025 Request
Fire	MFD 1	Replace Engine 3	Tax Levy / Local Receipts	48,095
Public Works	PW 12	Road Improvements	Chapter 90	412,000
Parks and Recreation	PARKS 10	Lighting at Metacomet Tennis	Donation/ Grant/Earmark	165,000
Parks and Recreation	PARKS 11	Stephen Hinkley Memorial Park - Parking Lot	Parks and Recreation Revolving Fund	105,000
		Total		730,095

School Buildings	2025	2026	2027	2028	2029
Medfield High School					
Preventive Maintenance - AHU's	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
PM/Replacement - RTU's	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Misc. Site Work	10,000.00				
Electrical Upgrades	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Brick Façade Repair		50,000.00		50,000.00	
Window Sealants		25,000.00		25,000.00	
Medfield Outreach Work	20,000.00				
Window Weather stripping		10,000.00		10,000.00	
Fluid Pumps		5,000.00		5,000.00	
Additional Money for Court Repairs	125,000.00				
Paint Interior			20,000.00	20,000.00	20,000.00
Regrout tile			4,000.00	4,000.00	4,000.00
Acoustical Ceiling Replacement			40,000.00	40,000.00	40,000.00
Boiler Replacement (Green Communities)		100,000.00			
Blake Middle School					
PM/Replacement - RTU's	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Misc. Site Work	10,000.00	10,000.00	10,000.00		
PM - AHU's	20,000.00	20,000.00	20,000.00		
Interior Painting		25,000.00		25,000.00	
Windows @ Curtain Wall in Cafe			50,000.00	50,000.00	50,000.00
Carpet Replacement		60,000.00			
VCT/Flooring Replacement	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
Brick Façade Repair (partial)		50,000.00		50,000.00	
Locker Room Renovations			75,000.00	75,000.00	75,000.00
Acoustic Ceilings	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
Boiler Replacement (Green Communities)	100,000.00				
Fluid Pumps	5,000.00	5,000.00			
Dale Street School					
Interior Improvements	50,000.00				
Asbestos Flooring Abatement/Replacement	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Carpet Replacement	20,000.00				
Wheelock					
Preventive Maintenance - Fan Coil Units	10,000.00				
Replace Valves Throughout	10,000.00				
Preventive Maintenance - Exhaust Fans	5,000.00				
Flooring / VCT Abatement	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Preventive Maintenance - Gym Units	25,000.00				
Replace Pneumatic Temp Controls (Green Com?)	100,000.00				
Door Installation@ Library		10,000.00			
Electrical upgrade			100,000.00		
Re-grout Tile @ plumbing fixtures		2,000.00	2,000.00	2,000.00	2,000.00
Memorial					
Preventive Maintenance - RTU's	5,000.00	5,000.00			
Misc. Site Work	12,000.00				
Carpet/VCT/Painting	25,000.00	20,000.00	20,000.00		
Grease Trap Replacement	12,000.00				
Interior Painting		20,000.00	20,000.00	20,000.00	20,000.00
Electrification project (debt service)		250,000.00			
Sprinkler Head Replacement		10,000.00			

District Wide					
Schilling Baseball Field Repair			1,200,000.00		
Turf Field Lights (debt service)			350,000.00		
Sealant Replacement (engineering / project)	10,000.00	50,000.00	50,000.00	50,000.00	50,000.00
New Storage Containers	50,000.00				50,000.00
Roof Replacement (MSBA Roof Repair Program)		8,000,000.00			
Resurfacing of School Parking lots	250,000.00				
TOTALS - Schools	1,039,000.00	8,892,000.00	2,126,000.00	591,000.00	476,000.00

Town Buildings		2025	2026	2027	2028	2029
Town Hall						
Misc. Exterior Façade Repairs		20,000.00	20,000.00	20,000.00		
PM/Replace? - AHU				5,000.00	5,000.00	5,000.00
Carpet Replacement		40,000.00	40,000.00			
Preventive Maintenance - Vent exhaust fans		5,000.00	5,000.00			
Interior Improvements		25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Sprinkler Work		10,000.00				
New Elevator Install				200,000.00		
RegROUT Tile					2,000.00	2,000.00
Brick Façade Repair			25,000.00		25,000.00	
Sealant Replacement		10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Window replacement			30,000.00		30,000.00	
Boiler Work			30,000.00			
Chiller Plant (Green Communities?)			200,000.00			
Paving				30,000.00		
Public Safety						
Basketball Court Repair		200,000.00				
Sprinkler Work		10,000.00				
Parks and Rec Building						
Misc Plumbing Repairs		6,000.00				
Misc Electrical Repairs		5,000.00				
COA						
Building Envelope Repair/Windows		10,000.00	10,000.00	10,000.00		
Sprinkler Work _ Dry System		10,000.00				
Exterior Painting		50,000.00				
Fluid pumps				5,000.00		
EPDM Roofing					5,000.00	5,000.00
Carpet Replacement			20,000.00			
Library						
EPDM Engineering		10,000.00				
Brick Facade Repair				5,000.00	5,000.00	5,000.00
Fire Alarm System Replacement		100,000.00				
RegROUT Tile			3,000.00	3,000.00		
EPDM Roof			50,000.00			
ATC Computer Controls			25,000.00			
Fluid Pumps		5,000.00				
Paving				20,000.00		
Carpet				30,000.00	30,000.00	30,000.00
Interior Painting				35,000.00	35,000.00	35,000.00
Dry System Pipe Replacement				30,000.00		
RTU Repair			20,000.00			
Other Town Buildings						

Kingsbury Gristmill	20,000.00				
Dwight Derby House	10,000.00				
TOTAL Town Buildings	546,000.00	513,000.00	428,000.00	172,000.00	117,000.00
All Town Facilities					
ADA Improvements	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Roof Replacement				6,000,000.00	70,000.00
TOTAL All Town Facilities	556,000.00	523,000.00	438,000.00	6,182,000.00	197,000.00
Town and Schools					
Department Wide Equipment Replacement	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Emergency Repair Funding	175,000.00	175,000.00	175,000.00	175,000.00	175,000.00
TOTAL Town and Schools					
	2025	2026	2027	2028	2029
TOTALS for School and Town Buildings	1,770,000.00	9,590,000.00	2,739,000.00	6,948,000.00	848,000.00



TOWN OF MEDFIELD

Office of

DIRECTOR OF PUBLIC WORKS

MEDFIELD, MASSACHUSETTS

MAURICE GOULET

Director

TO: Medfield Select Board
FROM: Maurice Goulet, Director of Public Works

DATE: November 21, 2023

RE: Joint Purchase of Salt 2023-2024 Bid Results

It is hereby recommended that the following bids be awarded to the following responsive and responsible vendors in accordance with the Town of Medfield bid specifications:

- Rock Salt Primary Bidder: Eastern Minerals, Inc.
Secondary Bidder: Morton Salt Co., Inc.
- Solar Salt Primary Bidder: Eastern Minerals, Inc.
Secondary Bidder: Mid-American Salt
- Treated Salt Primary Bidder: Eastern Minerals, Inc.
Secondary Bidder: Morton Salt Co., Inc.

BID RESULTS: (\$ price per ton)

	<u>Rock Salt</u>	<u>Solar Salt</u>	<u>Treated Salt</u>
Eastern Minerals, Inc. (picked up price)	\$59.98 \$59.98	\$59.98 \$59.98	\$79.98 \$79.98
Morton Salt Co., Inc. (picked up price)	\$67.91 \$67.00	No Bid No Bid	\$83.91 \$83.00
Mid-American Salt (picked up price)	\$69.12 \$69.00	\$69.12 \$69.00	\$84.12 \$84.00
Cargill, Inc.	No Bid	No Bid	No Bid



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2023-10

STATE CONTRACT # (if applicable) _____

This Contract is made this 28th day of November 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Eastern Minerals, Inc., having a usual place of business at 134 Middle Street, Suite 210, Lowell MA 01852, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to deliver road salt for winter operations, hereinafter referred to as the "Program" and the Town has decided to award the contract, therefore to the Contractor.

NOW, THEREFORE, THE Town and the Contractor agree as follows:

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the Contractor's Quotation for Scope of Work and Compensation only (Attachment A) as a primary supplier. The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Contractor shall furnish road salt related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **Warranties:** The Contractor warrants that all goods are in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
5. **Delivery:** The Contractor shall deliver the Road Salt FOB to the Medfield Department of Public Works, 55 North Meadows Road, Medfield, MA 02052 or to another location within the Town of Medfield, as Town may direct in writing.

6. Contract Term: The Contract Term is as follows: November 28, 2023 through November 30, 2024 subject to annual appropriation and pricing from the Contractor.
7. Payment for Work: The Town shall pay \$59.98 per ton delivered or picked up for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
8. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
9. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the road salt industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
10. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
11. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
15. Termination:

- a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.

16. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.

17. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

(Contractor)

Select Board

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____, does hereby certify under the pains and penalties of perjury that
_____, has paid all
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes,
reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

SEAL

ATTACHMENT

A



TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2023-2024
BID FORM

To the Board of Selectmen and Public Works Department of the Towns of Avon, Braintree, Bridgewater, Canton, Dighton, East Bridgewater, Foxborough, Franklin, Hanson, Hingham, Holbrook, Holliston, Mansfield, Medfield, Medway, Millis, Milton, Norfolk, Norton, North Attleboro, Norwood, Plainville, Randolph, Raynham, Sharon, Stoughton, Taunton, Walpole, Weymouth and Wrentham:

The undersigned, as bidder, declares that he/she has carefully examined the specifications and ascertained all facts relative thereto and agrees if this proposal is accepted that he/she will deliver Sodium Chloride to each of the listed towns in accordance with the terms and specifications provided herein and that he/she will take in full payment therefore the following unit price:

DELIVERY TO TOWNS

ROCK SALT (DELIVERED)

UNIT PRICE (written) Fifty Nine Dollars and Ninety Eight Cents

UNIT PRICE (figures) \$59.98

TEL # 617-884-0027

SOLAR SALT (DELIVERED)

UNIT PRICE (written) Fifty Nine Dollars and Ninety Eight Cents

UNIT PRICE (figures) \$59.98

TEL # 617-884-0027

MAGNESIUM CHLORIDE TREATED SALT with an ORGANIC BASED PERFORMANCE ENHANCER (DELIVERED)

UNIT PRICE (written) Seventy Nine Dollars and Ninety Eight Cents

UNIT PRICE (figures) \$79.98

TEL # 617-884-0027

PICKED UP BY TOWNS

ROCK SALT (PICKED UP)

UNIT PRICE (written) Fifty Nine Dollars and Ninety Eight Cents

UNIT PRICE (figures) \$59.98

PICKUP POINT Chelsea / Quincy TEL # 617-884-0027

SOLAR SALT (PICKED UP)

UNIT PRICE (written) Fifty Nine Dollars and Ninety Eight Cents

UNIT PRICE (figures) \$59.98

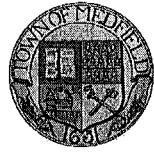
PICKUP POINT Chelsea TEL # 617-884-0027

**MAGNESIUM CHLORIDE TREATED SALT with an ORGANIC BASED
PERFORMANCE ENHANCER (PICKED UP)**

UNIT PRICE (written) Seventy Nine Dollars and Ninety Eight Cents

UNIT PRICE (figures) \$79.98

PICKUP POINT Quincy TEL # 617-884-0027



TOWN OF MEDFIELD

BID: JOINT PURCHASE OF SALT 2023-2024

BID FORM

SIGNATURE & TITLE Donna G. Capillo
Donna G. Capillo, Assistant Corporate Secretary

COMPANY Eastern Minerals Inc.

ADDRESS 134 Middle Street, Ste 210 Lowell MA 01852

EMAIL info@easternminerals.com

LOCAL REP. Jason Archambault

DATED November 13, 2023

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Eastern Minerals, Inc.

134 Middle Street, Suite 210, Lowell, Massachusetts 01852

as Principal, hereinafter called the Principal,

and the The Ohio Casualty Insurance Company

of 175 Berkeley Street, Boston, MA 02116

, a corporation duly organized under

the laws of the State of New Hampshire

, as Surety, hereinafter called the Surety, are held and firmly bound unto

Town of Medfield, 459 Main Street, Medfield, MA 02052

as Obligee, hereinafter called the Obligee,

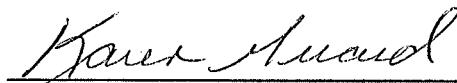
in the sum of 5% of Bid Amount

Dollars (\$ 5% of Bid Amount) , for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Provide Road Salt for the 2023-2024 Winter Season

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of November, 2023.



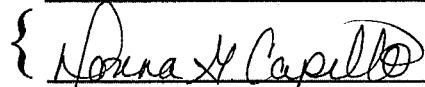
Karen Girard

Witness

Eastern Minerals, Inc.

(Seal)

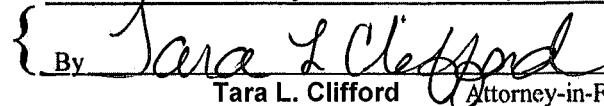
Principal



Donna G. Capillo, Assistant
Corporate Secretary

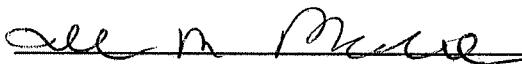
Title

The Ohio Casualty Insurance Company



Tara L. Clifford

Attorney-in-Fact



Witness



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203814-969079

POWER OF ATTORNEY

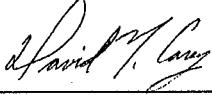
KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Frank J. Smith; Tara L. Clifford; Christina D. Hickey; Donna M. Robie; Ellen J. Young

all of the city of Natick state of MA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of May, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: 
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

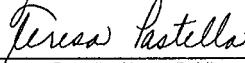
State of PENNSYLVANIA ss
County of MONTGOMERY

On this 29th day of May, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: 
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of November, 2023.



By: 
Renee C. Llewellyn, Assistant Secretary



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2023-11

STATE CONTRACT # (if applicable) _____

This Contract is made this 28th day of November 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Morton Salt Co., Inc., having a usual place of business at 444 W. Lake Street, Chicago, IL 60606, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to deliver road salt for winter operations, hereinafter referred to as the "Program" and the Town has decided to award the contract, therefore to the Contractor.

NOW, THEREFORE, THE Town and the Contractor agree as follows:

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the Contractor's Quotation for Scope of Work and Compensation only (Attachment A) as a secondary supplier. The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Contractor shall furnish road salt related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **Warranties:** The Contractor warrants that all goods are in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
5. **Delivery:** The Contractor shall deliver the Road Salt FOB to the Medfield Department of Public Works, 55 North Meadows Road, Medfield, MA 02052 or to another location within the Town of Medfield, as Town may direct in writing.

6. Contract Term: The Contract Term is as follows: November 28, 2023 through November 30, 2024 subject to annual appropriation and pricing from the Contractor.
7. Payment for Work: The Town shall pay \$67.91 per ton delivered or \$67.00 per ton picked up for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
8. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
9. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the road salt industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
10. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
11. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
15. Termination:

- a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.

16. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.

17. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

(Contractor)

Select Board

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____, does hereby certify under the pains and penalties of perjury that
_____, has paid all
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes,
reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

SEAL

ATTACHMENT

A



TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2023-2024
BID FORM

To the Board of Selectmen and Public Works Department of the Towns of Avon, Braintree, Bridgewater, Canton, Dighton, East Bridgewater, Foxborough, Franklin, Hanson, Hingham, Holbrook, Holliston, Mansfield, Medfield, Medway, Millis, Milton, Norfolk, Norton, North Attleboro, Norwood, Plainville, Randolph, Raynham, Sharon, Stoughton, Taunton, Walpole, Weymouth and Wrentham:

The undersigned, as bidder, declares that he/she has carefully examined the specifications and ascertained all facts relative thereto and agrees if this proposal is accepted that he/she will deliver Sodium Chloride to each of the listed towns in accordance with the terms and specifications provided herein and that he/she will take in full payment therefore the following unit price:

DELIVERY TO TOWNS

• ROCK SALT (DELIVERED)

UNIT PRICE (written) sixty-seven dollars and ninety-one cents

UNIT PRICE (figures) \$67.91

TEL # 855-665-4540

SOLAR SALT (DELIVERED)

UNIT PRICE (written) NO BID

UNIT PRICE (figures) NO BID

TEL #

MAGNESIUM CHLORIDE TREATED SALT with an ORGANIC BASED PERFORMANCE ENHANCER (DELIVERED)

UNIT PRICE (written) eighty-three dollars and ninety-one cents

UNIT PRICE (figures) \$83.91

TEL # 855-665-4540

PICKED UP BY TOWNS

ROCK SALT (PICKED UP)

UNIT PRICE (written) sixty-seven dollars and zero cents

UNIT PRICE (figures) \$67.00

PICKUP POINT Boston, MA TEL # 855-665-4540

SOLAR SALT (PICKED UP)

UNIT PRICE (written) NO BID

UNIT PRICE (figures) NO BID

PICKUP POINT _____ TEL # _____

**MAGNESIUM CHLORIDE TREATED SALT with an ORGANIC BASED
PERFORMANCE ENHANCER (PICKED UP)**

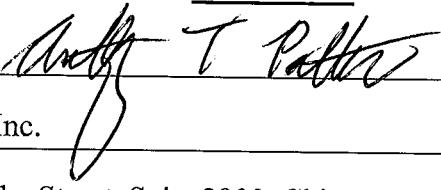
UNIT PRICE (written) eighty-three dollars and zero cents

UNIT PRICE (figures) \$83.00

PICKUP POINT Boston, MA TEL # 855-665-4540



TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2023-2024
BID FORM

SIGNATURE & TITLE  Anthony T. Patton, Director Bulk Deicing
COMPANY Morton Salt, Inc. US Government Sales

ADDRESS 444 West Lake Street, Suite 2900, Chicago, IL 60606

EMAIL bids@mortonsalt.com

LOCAL REP. Sales Rep. Deb Aten 570-479-2336

DATED 11/13/2023

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Morton Salt, Inc.
444 W. Lake Street, Suite 2900
Chicago, IL 60606-1743

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Town of Medfield
459 Main Street
Medfield, MA 02052

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

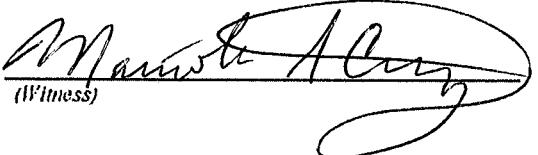
Bid: Joint Salt Purchase 2023-2024 (Rock Salt, Solar Salt, & Treated Salt)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of November, 2023


(Witness)


(Witness)

Morton Salt, Inc.

(Principal)

(Seal)

By:

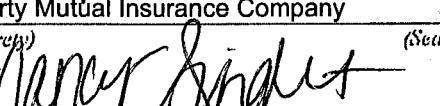

(Title) Anthony T. Patton, Director Bulk
Deicing U.S. Government Sales

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:


(Title) Nancy Singleton Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Nancy Singleton all of the city of St. Louis, state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Morton Salt, Inc.
Obligee Name: Town of Medfield
Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of November, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: 
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of November, 2023, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: 
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surely Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of November, 2023.



By: 
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries,
please call 610-832-8240 or email HOSUR@libertymutual.com.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

<u>CONTRACTOR LEGAL NAME:</u> Town of Medfield (and d/b/a):		<u>COMMONWEALTH DEPARTMENT NAME:</u> Executive Office for Administration and Finance <u>MMARS Department Code:</u> ANF	
<u>Legal Address:</u> (W-9, W-4, T&C): 459 Main Street, Medfield, MA 02052		<u>Business Mailing Address:</u>	
<u>Contract Manager:</u> Kristine Trierweiler		<u>Billing Address</u> (if different):	
<u>E-Mail:</u> ktrierweiler@medfield.net		<u>Contract Manager:</u> Jennifer McAllister	
<u>Phone:</u> (508) 906-3011	<u>Fax:</u>	<u>E-Mail:</u> mcallisterj@dor.state.ma.us	
<u>Contractor Vendor Code:</u> VC6000191875		<u>Phone:</u> 617-626-3838	<u>Fax:</u>
<u>Vendor Code Address ID</u> (e.g. "AD001"): (Note: The Address Id Must be set up for EFT payments.)		<u>MMARS Doc ID(s):</u>	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
<u>PROCUREMENT OR EXCEPTION TYPE:</u> (Check one option only)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20_____. Enter Amendment Amount: \$ _____ (or "no change")	
<input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other</u> (Attach authorizing language/justification, scope and budget)		<u>AMENDMENT TYPE:</u> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following <u>COMMONWEALTH TERMS AND CONDITIONS</u> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<u>COMPENSATION:</u> (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"/> <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>36,000</u> .			
<u>PROMPT PAYMENT DISCOUNTS (PPD):</u> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <u>accelerated</u> payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .) <u>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</u> (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.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026, to the Town of Medfield for the costs associated with: conducting a school/municipal shared services feasibility study.			
<u>ANTICIPATED START DATE:</u> (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 <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date . <input type="checkbox"/> 2. may be incurred as of <u> , 20 </u> , a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date . <input type="checkbox"/> 3. were incurred as of <u> , 20 </u> , a date <u>PRIOR</u> 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.			
<u>CONTRACT END DATE:</u> Contract performance shall terminate as of <u>two (2) years from the signing date of the contract</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<u>CERTIFICATIONS:</u> Notwithstanding verbal or other representations by the parties, the " <u>Effective Date</u> " 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 makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, 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 including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, 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.			
<u>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</u>		<u>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</u>	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: <u>Sean Cronin</u>	
Print Title: _____		Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

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

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

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

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

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

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

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

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

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

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

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

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

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

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

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

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

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

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

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

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s Policy](#).

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L.c.4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L.c.4, § 9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

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

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

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

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own

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expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

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

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

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

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

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

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

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during

performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

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

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#); [child labor laws](#); [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00 \(Minimum Fair Wages\)](#); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c.153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C Sec. 12,101, et seq.](#), the [Rehabilitation Act](#); [29 USC c. 16](#) s. 794; [29 USC c. 16](#) s. 701; [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G. L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the [Public Accommodations Law](#) [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act; Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A, Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

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

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

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

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

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

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

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

EXECUTIVE ORDERS

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

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

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

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

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

Executive Order 504. [Regarding the Security and Confidentiality of Personal Information.](#) For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the Town of Medfield [“Grantee”] acting through its Chair of the Select Board.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$36,000 authorized under Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026 [“Act”] to the Town Medfield for the costs associated with: conducting a school/municipal shared services feasibility study [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the Town of Medfield is for the costs associated with: conducting a school/municipal shared services feasibility study.

The funds will allow the town to work with a consultant to conduct a feasibility study on options for shared services among school districts and municipalities for efficient and effective service delivery to residents and taxpayers in this era of shrinking budgets, loss of seasoned employees to retirement, and increased need for service improvements.

*****All project SCOPES must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 126 of the Acts of 2022, Section 2B Item 1599-0026; and any other information EOAF may require.

The full amount of the grant award, or **\$36,000** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than two (2) years from the signing date of the contract.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by no later than two (2) years from the signing date of the contract. Grantee will forfeit any remaining award unused after no later than two (2) years from the signing date of the contract. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: **(i)** Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; **(ii)** the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; **(iii)** Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and **(iv)** Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

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COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Date:

Signature

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20_____.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be



COMMONWEALTH TERMS AND CONDITIONS

considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains

conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

(signature)

Print Name:

Title:

Date:

(Check One): Organization Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone: FAX:

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

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

CONTRACTOR LEGAL NAME: Town of Medfield and d/b/a:		COMMONWEALTH DEPARTMENT NAME: Exec Office for Administration and Finance MMARS Department Code: ANF	
Legal Address: (W-9, W-42): 459 Main Street Medfield, MA, 02052		Business Mailing Address: 24 Beacon St., Room 373, Boston, MA, 02133	
Contract Manager: Kristine Trierweiler	Phone: 508-906-3011	Billing Address (if different):	
E-Mail: ktrierweiler@medfield.net	Fax:	Contract Manager: Debora Collins	Phone: 617-413-1301
Contractor Vendor Code: VC6000191875		E-Mail: Debora.collins3@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): FY24TOWNOFMEDFIELDXX RFR/Procurement or Other ID Number 1599-0026 Earmark	
<p><input checked="" type="checkbox"/> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>		<p><input type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20_____. Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><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 checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>	
<p>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 Commonwealth Terms and Conditions For Human and Social Services Commonwealth IT Terms and Conditions</p>			
<p>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.</p> <p><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.)</p> <p><input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$50,000</p>			
<p>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 <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % 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.)</p>			
<p>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.) This contract supports the earmark on line-item 1599-0026 which states "provided further, that not less than \$50,000 shall be expended for the hiring of a sustainability coordinator in the town of Medfield".</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><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 _____, 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 _____ 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.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of June 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.</p>			
<p>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.</p>			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: Kristine Trierweiler		Print Name: Rick Mikulis	
Print Title: Town Administrator		Print Title: Chief Financial Officer	

Green Communities Annual Report Summary FY2023

Date of Annual Report Preparation: 11/21/2023 9:07:46PM

Prepared by: Susan McPhee

Title of Preparer: Energy Conservation Coordinator

Green Community Information

Municipality: Medfield

Baseline Fiscal Year: 2015

Criterion 1: As-of-Right Siting

Criterion 1 is met by a municipality passing zoning in designated locations for the as-of-right siting of renewable or alternative energy generating facilities, research and development facilities, or manufacturing facilities.

Type of as-of-right siting approval received: Solar PV

Have any significant changes been made to the zoning district(s) for which the community received Green Communities designation? No

Criterion 2: Expedited Permitting

Criterion 2 is met by a municipality adopting an expedited permitting process of one year at most, under which facilities interested in locating their facility in a designated renewable zone may be sited within the municipality.

Type of expedited permitting approval received: Local

Clean Energy Project Permitting

This table shows any changes made in FY2023 to clean energy projects on record that have been accepted for approval under the zoning for which the community received Green Community Designation.

Name	Type	Description	Status	Decision Date
{none}				

Criterion 3: Energy Use Baseline & Energy Use Reduction Plan

To demonstrate compliance with Criterion 3, municipalities must:

- Establish an energy use baseline inventory for municipal buildings and facilities (which can include schools, water, wastewater treatment plants and pumping stations, and open space), street and traffic lighting, and vehicles; and
- Adopt an Energy Reduction Plan (ERP) demonstrating a reduction of 20 percent of energy use after five years of implementation.

Community Baseline Year: **FY2015**

Energy Reduction Progress

Category	Baseline (FY2015)	FY2021	FY2022	FY2023
Building Use (MMBTU)	55,558	46,738	48,919	41,009
%Diff from Baseline		-15.87%	-11.95%	-26.19%
Open Space Use (MMBTU)	53	96	100	81
%Diff from Baseline		79.64%	87.60%	51.87%
Street/Traffic Lights Use (MMBTU)	390	149	149	149
%Diff from Baseline		-61.66%	-61.75%	-61.71%
Vehicle Use (MMBTU)	7,318	7,315	7,327	6,816
%Diff from Baseline		-0.03%	0.12%	-6.86%
Water/Sewer Use (MMBTU)	3,664	3,332	3,264	3,065
%Diff from Baseline		-9.05%	-10.91%	-16.33%
Adjustments				
Building Stock Changes	0	-2,550	-2,568	-2,528
Regional School Districts				
Totals	66,982	55,081	57,191	48,592
% Diff from Baseline		-17.8%	-14.6%	-27.5%

Energy Conservation Measures (ECMs)

Changes made to the community's ECM record for FY2023

Location	ECM Name	Status	Start Date	End Date
Medfield				
Administration	EMS	Planned	9/1/2026	
Town Hall				
Town Hall	Roof repairs	Planned	10/1/2025	1/1/2026
Town Hall	Exterior Envelope Sealant Replacement	Planned	1/20/2025	
Town Hall	HW heater replacement	Planned	6/1/2024	9/1/2024
Town Hall	AHU (Air Handling Unity) repairs	Planned	6/1/2024	9/1/2024
Town Hall	fan coil units (repair/replace)	Planned	6/1/2024	11/1/2024

Location	ECM Name	Status	Start Date	End Date
Town Hall	Chiller Plant Recommissioning	Planned	1/20/2024	
Town Hall	Exhaust Fan Repair	Planned	1/20/2024	
Town Hall	Exhaust Fan Repair	Planned	12/1/2023	6/1/2024
Town Hall	Attic Insulation	Planned	8/23/2023	10/1/2024
Town Hall	Exterior Envelope Façade Repairs	Planned	6/1/2023	10/1/2024
Town Hall	study for heat pumps	Active	1/15/2023	6/1/2023
Town Hall	EV charging	Complete	8/11/2022	12/20/2022
Town Hall	fan coil units (repair/replace)	Active	1/26/1900	
Council on Aging	Building Envelope Repair	Planned	1/20/2024	
Fuel	Fleet Management Strategies	Active	9/15/2023	
Fuel	Anti-Idling Policy	Planned		
Fuel	Anti-Idling Policy	Planned		
Library	Brick Façade Engineering/Repair	Planned	9/1/2027	
Library				
Library	Extrior sealant repair	Planned	9/1/2027	
Library	ATC Controls Upgrade	Planned	9/1/2026	
Library	EPDM Roof Engineering/Repair	Planned	9/1/2025	
Schools	Replace windows at curtain wall café	Planned	6/15/2027	
Blake Middle				
Blake Middle	Behavioral Based Measures	Planned	10/1/2026	
Blake Middle	brick façade repair	Planned	1/25/2026	
Blake Middle	Replace sealants at Windows/Doors	Planned	1/24/2026	
Blake Middle	brick façade repair	Planned	1/20/2026	
Blake Middle	Brick Façade Repair Engineering	Planned	1/20/2026	
Blake Middle	Replace Shut Off Valves	Planned	1/20/2025	
Blake Middle	Roof Top Units Repair	Planned	1/20/2025	
Blake Middle	Replace windows at curtain wall café	Planned	1/20/2025	
Blake Middle	VFDs	Planned	3/15/2024	6/28/2024
Blake Middle	Replace sealants at Windows/Doors	Planned	1/20/2024	
Blake Middle	Roof Insulation - partial	Active	10/22/2023	
Blake Middle	Gym HVAC/Fan Coil Unit Replace,ent	Complete	6/1/2023	7/20/2023
Blake Middle	Replace HW heater W ASHP	Complete	8/5/2022	10/20/2023
Blake Middle	Roof Insulation	Complete	7/1/2022	10/17/2022
Blake Middle	Boiler replacement	Complete	7/1/2022	9/2/2022
Medfield High	window weatherstripping	Planned	1/15/2027	
Medfield High	EMS	Planned	6/1/2026	
Medfield High	Remove Shower Heads	Planned	1/26/2026	
Medfield High	Window repair	Planned	1/26/2026	
Medfield High	Brick Façade Repair	Planned	1/26/2026	

Location	ECM Name	Status	Start Date	End Date
Medfield High	Exterior door replacement	Planned	7/1/2025	
Medfield High	Behavioral Based Measures	Planned	1/24/2025	
Medfield High	boiler replacement	Planned	1/20/2025	
Medfield High	Window sealant replacement	Planned	1/20/2025	
Medfield High	window weatherstripping	Planned	1/20/2024	
Medfield High	Air Handling Units (replace/repair)	Active	9/15/2023	
Medfield High	Rooftop Units (RTU) Repair	Active	9/15/2023	10/30/2023
Medfield High	Replace Shut Off Valves	Active	9/15/2023	
Medfield High	VFDs 2 x 25 HP pump motors	Planned	8/23/2023	
Medfield High	Envelope sealant replacement	Planned	1/20/2023	
Medfield High	Window repair	Planned	1/20/2023	
Medfield High	Brick Façade Repair	Planned	1/20/2023	
Medfield High	EV charging	Complete	8/12/2022	12/15/2022
Medfield High	LED lighting	Complete	6/1/2022	8/15/2022
Medfield High	Gym lighting LEDs	Complete	5/16/2022	7/15/2022
Medfield High	Replace Shut Off Valves	Planned	1/20/2022	
Medfield High	Replace Shower Head	Planned	1/20/2022	
Medfield High	Air Handling Units (replace/repair)	Planned	1/20/2022	
Medfield High	Rooftop Units (RTU) Repair	Planned	1/20/2022	
Medfield High	Exterior door replacement	Planned	1/20/2022	
Memorial Elementary	Johnson Controls BMS Upgrade	Planned	1/20/2025	
Memorial Elementary	Roof Top Units Repair	Planned	1/20/2025	
Memorial Elementary	VFDs 2 x 7.5 HP pump motors	Planned	6/1/2024	
Memorial Elementary	Roof Top Units Repair	Active	9/15/2023	
Memorial Elementary	Replace Split Systems	Complete	1/20/2023	7/31/2023
Memorial Elementary	Scoping study for electrification	Active	12/1/2022	
Memorial Elementary	Simulator nodes	Complete	5/2/2022	7/15/2022
Memorial Elementary	low flow aerators	Planned	1/26/1900	
Memorial Elementary	Roof Top Units Repair	Active	1/26/1900	
Memorial Elementary	EMS	Planned		
Memorial Elementary	Controls BMS Upgrade	Complete		6/22/2023
Memorial Elementary	Replace HW Heater and Shut Off Valves	Complete		2/22/2023
Memorial Elementary	EMS	Planned		
Wheelock Elementary	electrical upgrades	Planned	1/20/2027	
Wheelock Elementary	replace pneumatic temp controls	Planned	9/1/2025	
Wheelock Elementary	Replace Shut Off Valves	Planned	1/20/2024	
Wheelock Elementary	Replace Tempering Valves	Planned	1/19/2024	
Wheelock Elementary	replace valves to FanCoils Units	Planned	1/10/2024	
Wheelock Elementary	Exhaust Fan Replacement	Active	11/1/2023	

Location	ECM Name	Status	Start Date	End Date
Wheelock Elementary	fan coil units (repair/replace)	Active	11/1/2023	
Wheelock Elementary	heat pump DHW	Complete	9/15/2022	11/10/2023
Wheelock Elementary	EV charging stations:	Complete	8/1/2022	12/5/2022
Wheelock Elementary	Replace Tempering Valves	Active	1/26/1900	
Wheelock Elementary	Replace Shut Off Valves	Active		
Wheelock Elementary	Exhaust Fan Replacement	Active		

Top 5 Buildings per Energy Use

In FY2023, municipal operations used 48,592 MMBtu of energy. The five buildings below accounted for 64% of the community's overall energy use.

Building Name	Energy Consumption MMBtu (% of overall energy use)
1. Medfield High	11,698 (24%)
2. Blake Middle	6,940 (14%)
3. Dale Street Elementary	4,733 (10%)
4. Wastewater Treatment Plant	4,051 (8%)
5. Memorial Elementary	3,672 (8%)

Top 5 Buildings per Emissions

In FY2023, there were 2,932 MTCO2e emitted from municipal operations. The five buildings below accounted for 61% of the community's overall emissions.

Building Name	Emissions MTCO2e (% of overall emissions)
1. Medfield High	700 (24%)
2. Blake Middle	407 (14%)
3. Dale Street Elementary	262 (9%)
4. Memorial Elementary	217 (7%)
5. Wheelock Elementary	196 (7%)

Top 5 Buildings per Energy Use Intensity (EUI)

Energy Use Intensity (EUI) is calculated by dividing the total energy consumed by the building in a year by the building's square footage. EUI is a measure of a building's energy efficiency – like miles per gallon for cars – and can be a good indicator of buildings needing efficiency upgrades.

Building Name	Size (Square Feet)	Energy Consumption MMBtu	EUI (kBtu per ft ²)
1. Wastewater Treatment Plant	4,000	4,051	1,013
2. Dale Street Elementary	53,029	4,733	89
3. Pfaff Center	8,568	753	87
4. Medfield High	160,473	11,698	73
5. Memorial Elementary	58,584	3,672	63

Energy Narrative:

The Town of Medfield is working very hard to reduce energy use and carbon emissions. As of this report, the town's energy use non weather normalized is down -27.5% vs baseline (2015), and down -14.6% vs. LY, FY22. Weather normalized the town is down -16.4% vs baseline and down -8.1% vs. LY, FY22. Building energy use is down -26.2% vs baseline and vehicles are down -6.9%. This trend should continue with the town beginning to purchase hybrid vehicles.

Many ECMs have been completed and many more are in the works, with the Memorial School as the focus for an electrification project in the next several years. The town's top energy users are consistently schools. The High School used 11,698 MMBTUs during FY23, 24% of the town's municipal energy use. A Green Communities project will install VFDs on the 2 25 HP heating circulation pumps this year, which will help diminish use. The Blake Middle School is a real success story - during FY23 the Blake used 6940 MMBTUs vs 9951 MMBTUs in FY22, - 30%. This is the result of two big projects - a new high efficiency boiler now in the lead position as well as heat pump DHW installed via a Green Communities Grant. The Blake is still the second biggest energy user in town, but is consistently reduced, now -22.8% vs 2015 baseline. The Dale Elementary School is the third highest energy consumer at 4733 MMBTUs in FY23, or 10% of town use. The Dale will be replaced in future, therefore the town is not doing energy projects in the school. The Waste Water Treatment Plant, Memorial Elementary School and Wheelock School all use a similar amount of energy, about 3500-4000 MMBTUs. The Wheelock has new heat pump DHW system that will improve performance. The Memorial is being studied for electrification. The Waste-Water Treatment Plant is by far the highest EUI at 1,013 which is down from 1,180 in FY22. The Dale ES is second, at 89, but due to be replaced. The Pfaff Center is a small, old facility at 89 EUI, is down from 90 in FY22 and 95 in FY21. The High School is high at 73 in FY23, but down from previous years' 79 and 78, as well as baseline 2015 at 98. Worth noting that the Blake's strong results also show in EUI of 57, down -30% vs FY22.

Criterion 4: Fuel Efficient Vehicles

Fleet Changes for FY2023

Criterion 4 requires all departments within a Green Community to purchase fuel-efficient vehicles for municipal use, whenever such vehicles are commercially available and practicable.

Status	Model Year	Make	Model	Trim
Added +		Unable to Decode		
Added +		Unable to Decode		
Added +		Unable to Decode		
Added +	2022	Chevrolet	Colorado	Work Truck
Added +	2022	Ford	F-550 Super Duty	
Added +	2023	Chevrolet	Tahoe	
Added +	2023	Mack	Granite	

Has the municipality transferred any vehicles from one department to another? **Yes**

Were the vehicle(s) being transferred more fuel-efficient than the vehicle(s) replaced? **Yes**

Criterion 5: Stretch Code Adoption

Criterion 5 requires that municipalities minimize the life-cycle cost of all newly constructed homes and buildings. DOER recommends communities do this by adopting the Stretch Code (225 CMR 22 and 23).

Is Stretch Code still in effect? Yes

Has the community adopted the Specialized Opt-in Stretch Code? No

How many occupancy permits were issued for new commercial construction over 100,000 sq.ft.? 0

Stretch Code Narrative:

HERS has been in effect for long enough now that it is fairly well understood. The town is discussing the Specialized Stretch Code, but has not acted yet. Spring Town Meeting would be the next opportunity and it remains to be seen if Medfield will put this forward.

Other Notes

Additional Measures Narrative:

Medfield is energetically pursuing sustainability throughout town. The town has adopted a Climate Action Plan. The very active Energy Committee has worked with the Select Board and Capital Committees to help fund paths to electrification for several municipal buildings, in addition to many actions on the residential side such as EV Events, Heat Pump and Solar Outreach, educational events and much more. During the past year, the town's first two heat pump projects were completed - DHW at the Blake and Wheelock. The Town is grateful for Green Communities funding for a heat pump RTU for the library, which will partially electrify this key town facility. These precedents of electrification will help create momentum for additional electrification projects throughout both the municipal buildings as well as residents homes. Medfield Energy Committee is focusing on electrification in town infrastructure and achieving net zero goals. A corollary goal is to qualify for Green Communities 2.0. Committee work in the coming months will likely focus on this effort.

Renewable Energy Narrative:

The Town of Medfield used 376,803 kWh of renewable energy during FY23. All of this is from onsite generation in town, net metered at three facilities. The DPW rooftop array began generating during this FY, increasing our fraction of RE to 7.1% of total municipal usage. During FY23 and 24, the town aims to complete closure of a landfill so that we can proceed with a ground mount solar array at the site. Additionally, there are several school roofs and parking areas that are in the works for solar PV via PPAs with Solect. These projects will also increase the fraction of our electricity use generated with clean renewable energy. Unfortunately, rooftop arrays at schools are predicated on roof replacement projects, so it is likely that the parking canopy projects will move forward more rapidly than the rooftop arrays.

The report must be signed by the community's Chief Executive Officer. The Chief Executive Officer is defined as the manager in any city having a manager and in any town having a city form of government, the mayor in any other city, and the board of selectmen in any other town unless some other officer or body is designated to perform the functions of a chief executive officer under the provisions of a local charter or laws having the force of a charter. Any signatures of designees will be considered an attestation that the signatory has been designated the designee by the municipality.

I confirm that I have reviewed this report and verify all information is true.

Print Name

Title

Signature

Date

Informational



November 6, 2023

Board of Selectmen
Town of Medfield
459 Main Street
Medfield, MA 02052

Re: Programming Advisory

Dear Members of the Board:

As part of our ongoing commitment to keep you and our customers informed about changes to Xfinity TV services, we wanted to update you that Comcast's right to continue carrying ShopHQ expired on November 1, 2023. As a result, absent a renewal of the agreement, we are not currently authorized to carry ShopHQ as part of our lineup

We always work to reach deals that make sense for our customers. To date, however, Comcast has been unable to reach an agreement to continue to carry ShopHQ content.

Since we are not currently authorized to carry ShopHQ programming, we have implemented a channel slate (advising of unavailability) on the channel, and activated www.xfinity.com/programmingchanges to help keep our customers informed during this period. We will continue to provide updates to you and our customers as they become available.

Please do not hesitate to contact me with any questions at patrick_shearns@comcast.com.

Very truly yours,

Patrick J. Shearns

Patrick J. Shearns, Sr. Manager
Government Affairs



November 17, 2023

Board of Selectmen
Town of Medfield
459 Main Street
Medfield, MA 02052

Re: Important Information—Price Changes

Dear Members of the Board:

At Comcast, we are always committed to delivering the entertainment and services that matter most to our customers in your community, as well as exciting experiences they won't find anywhere else. We are also focused on making our network stronger in order to meet our customers' current needs and future demands. As we continue to invest in our network, products, and services, the cost of doing business rises. Rising programming costs, most notably for broadcast TV and sports, continue to be the biggest factors driving price increases. While we absorb some of these costs, these fee increases affect service pricing. As a result, starting December 20, 2023, prices for certain services and fees will be increasing, including the Broadcast TV Fee and the Regional Sports Network Fee. Please see the enclosed Customer Notices for more information.

Should you have any questions, please do not hesitate to contact me at patrick_shearns@comcast.com.

Very truly yours,

Patrick J. Shearns

Patrick J. Shearns, Sr. Manager
Government Affairs

Important information regarding your Xfinity services and pricing

Effective December 20, 2023

Xfinity TV Services	Current	New
Broadcast TV Fee	\$24.70	\$28.25
Franchise Costs	\$1.21	\$1.29
Regional Sports Fee	\$14.45	\$14.95
Choice TV Select	\$37.50	\$43.50
Choice TV Select - with TV Box (Flex upgrade)	\$47.50	\$53.50
HBO, MGM+, and DVR	\$30.98	\$31.98
Netflix, HBO, Showtime, and DVR	\$58.47	\$59.47

Xfinity Internet	Current	New
Connect	\$65.00	\$68.00
Connect More	\$87.00	\$90.00
Fast	\$102.00	\$105.00
Superfast	\$107.00	\$110.00
Gigabit	\$112.00	\$115.00
Gigabit Extra	\$117.00	\$120.00
Gigabit x2	\$130.00	\$120.00

Xfinity Home	Current	New
Pro Protection	\$50.00	\$55.00
Pro Protection Plus	\$60.00	\$65.00

Important Information – Price Changes

December 20, 2023

Additional Information Continued

SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS		
	Current	New
Extreme 150	\$ 38.00	\$ 35.00
Digital Preferred Tier w/HBO	\$ 34.99	\$ 35.99
Pro Protection	\$ 50.00	\$ 55.00
Performance Starter	\$ 65.00	\$ 68.00
Digital Preferred Tier w/ 5 Premiums	\$ 67.00	\$ 70.00
HSD AO	\$ 87.00	\$ 90.00
Internet Plus Latino Double Play	\$ 90.99	\$ 96.99
Internet Plus Double Play with HBO	\$ 90.99	\$ 96.99
Choice TV Double Play	\$ 90.99	\$ 96.99
Internet Pro Plus w/Showtime Double Play	\$ 94.99	\$ 100.99
Internet Pro Plus Double Play with HBO	\$ 97.99	\$ 103.99
Choice TV Triple Play	\$ 100.99	\$ 106.99
Economy Double Play	\$ 102.99	\$ 108.99
Performance Internet and Unlimited Voice Double Play	\$ 111.95	\$ 114.95
Blast Plus Double Play with HBO	\$ 112.99	\$ 118.99
Standard+ Double Play	\$ 114.99	\$ 120.99
Select Double Play	\$ 122.99	\$ 128.99
Digital Premier with Sports and 4 Premiums	\$ 129.27	\$ 132.27
Digital Premier with Sports and 5 Premiums	\$ 133.27	\$ 136.27
Standard+ More Triple Play	\$ 131.99	\$ 137.99
Select+ Double Play	\$ 141.99	\$ 147.99
Signature Double Play	\$ 142.99	\$ 148.99
Select Triple Play	\$ 151.99	\$ 157.99
Digital Preferred Double Play w/Performance Pro Internet	\$ 154.99	\$ 160.99
Starter Triple Play	\$ 157.99	\$ 163.99
Select+ More Triple Play	\$ 160.99	\$ 166.99
HD Starter Triple Play	\$ 165.99	\$ 171.99
Preferred Triple Play	\$ 170.99	\$ 176.99
Signature Triple Play	\$ 171.99	\$ 177.99
Signature+ Double Play	\$ 171.99	\$ 177.99
Super Double Play	\$ 172.99	\$ 178.99
HD Preferred Triple Play with Hitz	\$ 180.99	\$ 186.99
HD Preferred Plus Triple Play	\$ 190.99	\$ 196.99
Signature+ More Triple Play	\$ 190.99	\$ 196.99
Super+ Double Play	\$ 191.99	\$ 197.99

SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS		
	Current	New
Premier Double Play w/Performance Pro Internet	\$ 192.99	\$ 198.99
HD Preferred Extra Triple Play	\$ 197.99	\$ 203.99
HD Preferred Plus Triple Play with Hitz	\$ 200.99	\$ 206.99
Super Triple Play	\$ 201.99	\$ 207.99
HD Premier Triple Play w/ Blast! Internet	\$ 225.99	\$ 231.99
HD Premier XF Bundle Triple Play	\$ 225.99	\$ 231.99
HD Complete XF Triple Play	\$ 244.99	\$ 250.99



November 17, 2023

Board of Selectmen
Town of Medfield
459 Main Street
Medfield, MA 02052

Dear Members of the Board:

We are writing again to share with you the emergency/trouble reporting procedure in the event a **municipal building** experiences problems with downed cable drops, signal transport issues with I-NET or Video Return Lines, Public, Education and Government (PEG) Access channels or to have our technical or construction staff on-site during an emergency.

MUNICIPAL - EMERGENCY/TROUBLE REPORTING PROCEDURES

(Please note the XOC telephone number listed below IS NOT for public dissemination)

- **STEP 1** Call **1-877-359-1821** (24/7 – XOC)
- **STEP 2** Select **Option # 1** - Municipalities, Utilities, Police & Fire
- **STEP 3** Prompted for Reason for call:
 - Option # 1 - Down Wires (will be prompted to enter zip code)
 - Option # 2 – Pole hits, pole transfers or all other Municipal Issues
- **STEP 4** Speak with Rep. and obtain job reference #

The above steps will put you in touch with our Excellence Operations Center (XOC), 24-hours a day, and seven days a week.

Please do not hesitate to contact me with any questions at patrick_shearns@comcast.com.

Sincerely,

Patrick J. Shearns

Patrick J. Shearns, Sr. Manager
Government & Regulatory Affairs