

## MEMORANDUM



TO: Robert Quinn, Director of Facilities, Town of Medfield  
FROM: Jim Martin, P.E., Senior Structural Engineer, Woodard & Curran  
DATE: November 15, 2024  
RE: Town of Medfield, MA  
Limited Structural Condition Assessment of PFAFF Building Exterior Masonry Walls

### 1.0 Introduction

The Town of Medfield (Town) requested that Woodard & Curran (W&C) conduct a limited structural condition assessment of the PFAFF Center Building, located at 124 North Street. This assessment was limited to evaluating the condition of the exterior masonry walls, which have visible cracking and damage. Interior spaces of the building are excluded from the scope of this assessment.

In general, we believe that the observed damage is significant to the heavily corroded steel lintels over windows and doors as well as the brick masonry above and adjacent to those lintels. The structural integrity of these steel lintels and surrounding masonry is poor and, due to this damage, they are well past their service life. While much of the lintel conditions are concealed by masonry, it is evident that the steel lintels have severe corrosion and their load carrying capacity is compromised. Therefore, we feel that in their current condition these areas pose a risk of structural failure and compromise the overall safety of the building.

On November 6, 2024, W&C Senior Structural Engineer Jim Martin made a site visit to conduct a structural condition assessment of the building's exterior brick masonry walls. He met on site with several Town representatives, including Director of Facilities Robert Quinn. Most of the visual inspection was performed from grade with an 11-foot ladder. A Town Fire Department ladder truck was used to provide access to and from the roof. This Memorandum presents our findings in the following sections: Existing Construction; Observations & Recommendations with Photos; and Conclusions. Four general photos of the building exterior are shown below.



*North Elevation of PFAFF Building*



*Partial East Elevation of PFAFF Building*



*South Elevation of PFAFF Building*



*Partial West Elevation of PFAFF Building*

## 2.0 Existing Construction

The building was originally constructed in 1927, making it almost 100 years old. It initially served as the Town's high school and later became its elementary and middle school. After schools were relocated it was repurposed as the PFAFF Community Center, where in recent years it has housed the Town Parks & Recreation Department. Recently, this space has been used as an after-school day care and summer camp for kids. Original record drawings of the building were requested, but the Town has said no drawings are available.

The single-story building consists of solid 3-wythe brick masonry walls for a total wall width of approx. 12 inches with vinyl, double-hung windows and sloped brick windowsills. The building has a concrete foundation, a brick chimney, and brick masonry parapets surrounding the perimeter of the building and extending 14 to 26 inches above the roof surface. The parapets are capped with what appears to be metal/copper coping with several transverse seams. The roofing system appears to be an EPDM (rubber) membrane with tapered insulation sloping to four, somewhat centrally located roof drains. The rubber membrane extends up the interior faces of the parapets and under the metal coping. While the interior spaces were not included in the scope of this assessment, we understand the building has rough sawn timber roof framing members with a wooden deck. The first-floor framing consists of rough sawn timber floor joists (2" – 2 3/4" x 11" members, spaced at 16 inches on center), that span in an east-west direction. Most likely, the roof framing system (discussed above) is very similar based upon typical construction techniques that were used when the structure was originally built. The basement beneath the structure consisted of a full height basement space for approximately half of the structure's length (approximately 60 feet) under the northern end of the building, and a crawl space beneath the remaining part of the building footprint on the southern end. A concrete ramp, located on the western side of the building, sloped down from the southern end of building, northward to an entry to the full basement below. On the west side of the concrete ramp, a concrete retaining wall finished off its west edge.

Each side of the building has a row of similar-sized windows; some windows have almost six feet between them and many have only 12 inches between them. The building has steel lintels and decorative brick soldier course headers (vertical brick) above each window. There is continuous through-wall flashing running horizontally in a mortar joint located approximately 16 inches above the top of the windows, which appears to coincide with the base of the roof parapet; the extreme outer edge of this flashing is visible on the brick exterior. There are no vertical expansion joints in the building walls.



Though not confirmed and excluded from our scope, we understand that noticeable sagging and deflection have been observed over the years for the building floors over the basement crawl spaces. Similarly, during winters with heavy snow, noticeable sagging of the roof members prompted the Town to shovel off the built-up snow from the roof.

### 3.0 Observations & Recommendations

The following observations were made while conducting a visual inspection of the building exterior. Observations were limited to those areas that were exposed to view, and no destructive methods were used to expose areas concealed by finish construction. Below are more detailed observations, presented by area with numbered items for each repair issue identified:

#### ***Item #1 – Roof Membrane***

*Location:* Entire flat roof area

*Observations:* The existing adhered, non-ballasted EPDM roof system is in fair condition with no obvious signs of damage to the membrane, flashing, sealants or other components. The roof is approximately 15 years old (according to Town staff), with no reported roof leaks. The membrane extends up the parapet interior faces and underneath the metal coping atop the parapet walls. The metal coping has transverse seams (approximately 8 feet on center) that exhibit signs of cracking and separation to varying degrees, which provides an avenue for moisture to penetrate down through the coping and into the brick wall system. There is a brick chimney in the northwestern portion of the roof which extends several feet above the roof level; the chimney is in fair condition, with several mortar joints showing signs of deterioration, efflorescence, and moisture damage.

*Recommendations:* This roof is at or approaching the end of its expected useful design life and should be replaced with a new EPDM roofing system with tapered insulation. As further outlined below, the upper brick masonry walls and parapets should be demolished and rebuilt only to the roof level (not parapet level) with a typical metal edge flashing over pressure treated edge blocking. The brick chimney above roof level should be pressure washed and have minor repointing of mortar joints and receive a protective water repellent. See below for photos of the roof area.



*Typical view of EPDM Roofing*



*Typical view of Roof Parapet Coping Seam*

#### ***Item #2 – East Wall***

*Location:* East side of the building



*Observations:*

- Concrete foundations: approximately 1'-4" exposed above grade; fair and sound condition with minor shrinkage cracks and localized spalling.
- Lower brick band below windowsills: approximately 3'-6" above top of foundation wall; fair and sound condition; minor dark algae stains and minor deterioration of mortar joints.
- Center brick band between windowsills and window headers: approximately 7'-0" above top of windowsills; fair and sound condition; minor vertical and diagonal joint cracking; vinyl, double-hung windows are in fair condition.
- Upper brick band between window headers and parapet: approximately 5'-4" to 7-6" above top of window lintel up to top of parapet walls; poor, unsound condition with many areas with cracked and unsound brick, deteriorated mortar joints, some out-of-plane movement, especially close to window lintel; all brick coursing across east wall (vertical soldier and horizontal running bond) between top of windows up to parapet wall flashing is completely cracked. Approximate horizontal and vertical crack widths were measured from  $\frac{1}{2}$ " to 1". The distance measured from the exterior brick wall face at the top of the parapet wall to the exterior face of the bottom of the vertical soldier course above the windows was measured to be outward by up to a full 1".
- Window & door steel lintels: mostly concealed by brick; exposed-to-view bottom flanges of exterior face lintels appear to have extensive, severe corrosion; this corrosion has resulted in expansion of the steel (in layers), compromised load carrying capacity due to varying degrees of apparent material loss, and damage to adjacent brick in the form of cracking, out-of-plane movement, freeze-thaw damage, etc.
- Horizontal flashing at parapet roof level: only the outer edge of the through-wall flashing is visible, but evidence of dark algae staining, moss growth from trapped moisture within walls, and mortar joint deterioration.

*Recommendations:*

- Concrete foundations: Pressure wash (PW); provide crack rout, seal repair and water repellent to approximately 10% of exposed face of foundation wall above grade. Contractor should field verify this quantity before beginning any work.
- Lower brick band below windowsills: PW all brick to remove stains; repoint any cracks or deteriorated mortar joints and brick cracks; apply water repellent.
- Center brick band between windowsills and window headers: PW all brick to remove stains; repoint any cracks or deteriorated mortar joints, windowsills, and brick cracks; apply water repellent.
- Upper brick band between window headers and parapet: Provide continuous temporary structural shoring of all roof framing along the inside perimeter of the building; demolish all brick walls above window & door lintels and eliminate the masonry parapets; replace lintels with new steel lintels (see below); rebuild brick walls to roof level with no parapets (which would lower the building height as viewed from the exterior by 14 to 26 inches); apply water repellent.
- Window & door lintels: Demolish all corroded steel lintels and replace them with new engineered, hot-dip galvanized steel lintels with through-wall flashing and weep holes.

- Horizontal flashing at parapet roof level: This flashing should be demolished and need not be replaced, since the masonry parapets will be demolished and not replaced.

See photos below:



*Typical East Wall Masonry Cracking*



*Typical East Wall Lintel Corrosion*



*Typical East Wall Masonry Cracking*



*Typical East Wall Lintel Corrosion*

### ***Item #3 – West Wall***

*Location:* West side of the building

*Observations:*

Due to the symmetry of this building when comparing wall sizes and extents, all the same items that have been observed with the East wall (discussed above), pertain to the West wall but just to a slightly lesser degree. The West wall appears to face more directly into the sun than the East wall, which would result in this wall being somewhat drier (on average) than the East wall throughout the year. Similar results of steel corrosion and brick cracking would take place from items such as re-occurring [rain and snow] storm events and the freeze/thaw cycle that follows as the seasons change. Observations and recommendations listed below mimic the East wall:

- Concrete foundations: approximately 1'-4" exposed above grade; fair and sound condition with minor shrinkage cracks and localized spalling.
- Lower brick band below windowsills: approximately 3'-6" above top of foundation wall; fair and sound condition; minor dark algae stains and minor deterioration of mortar joints.



- Center brick band between windowsills and window headers: approximately 7'-0" above top of windowsills; fair and sound condition; minor vertical and diagonal joint cracking; vinyl, double-hung windows are in fair condition.
- Upper brick band between window headers and parapet: approximately 5'-4" to 7-6" above top of window lintel up to top of parapet walls; poor, unsound condition with many areas with cracked and unsound brick, deteriorated mortar joints, some out-of-plane movement, especially close to window lintel; all brick coursing across east wall (vertical soldier and horizontal running bond) between top of windows up to parapet wall flashing is completely cracked. Approximate horizontal and vertical crack widths were measured from 1/2" to 1". The distance measured from the exterior brick wall face at the top of the parapet wall to the exterior face of the bottom of the vertical soldier course above the windows was measured to be outward by up to a full 1".
- Window & door steel lintels: mostly concealed by brick; exposed-to-view bottom flanges of exterior face lintels appear to have extensive, severe corrosion; this corrosion has resulted in expansion of the steel (in layers), compromised load carrying capacity due to varying degrees of apparent material loss, and damage to adjacent brick in the form of cracking, out-of-plane movement, freeze-thaw damage, etc.
- Horizontal flashing at parapet roof level: only the outer edge of the through-wall flashing is visible, but evidence of dark algae staining, moss growth from trapped moisture within walls, and mortar joint deterioration.

*Recommendations:*

- Concrete foundations: Pressure wash (PW); provide crack rout, seal repair and water repellent to approximately 10% of exposed face of foundation wall above grade. Contractor should field verify this quantity before beginning any work.
- Lower brick band below windowsills: PW all brick to remove stains; repoint any cracks or deteriorated mortar joints and brick cracks; apply water repellent.
- Center brick band between windowsills and window headers: PW all brick to remove stains; repoint any cracks or deteriorated mortar joints, windowsills, and brick cracks; apply water repellent.
- Upper brick band between window headers and parapet: Provide continuous temporary structural shoring of all roof framing along the inside perimeter of the building; demolish all brick walls above window & door lintels and eliminate the masonry parapets; replace lintels with new steel lintels (see below); rebuild brick walls to roof level with no parapets (which would lower the building height as viewed from the exterior by 14 to 26 inches); apply water repellent.
- Window & door lintels: Demolish all corroded steel lintels and replace them with new engineered, hot-dip galvanized steel lintels with through-wall flashing and weep holes.
- Horizontal flashing at parapet roof level: This flashing should be demolished and need not be replaced, since the masonry parapets will be demolished and not replaced.

See photos below:



*Typical West Wall Masonry Cracking*



*Typical West Wall Masonry Cracking*

#### **Items #4 & #5 – North & South Walls**

*Location:* North & South sides of the building

*Observations:*

Due to the symmetry of this building when comparing wall sizes and extents, all the same items observed with the East & West walls pertain to the North and South walls but vary to a lesser degree because of a smaller wall size and less window openings. With these walls, the South wall appears to face more directly into the sun than the North wall, which would result in this wall being somewhat drier (on average) than the North wall throughout the year. Similar results of steel corrosion and brick cracking would take place from items such as re-occurring [rain and snow] storm events and the freeze/thaw cycle that follows as the seasons change. Observations and recommendations are very similar to the East and West walls.

See photos below:



*Typ. North Wall Lintel Corrosion & Cracking*



*Typ. South Wall Lintel Corrosion & Cracking*

#### **4.0 Conclusions**

Based on our limited assessment of the exterior of the building, we believe the upper portions of the masonry walls (including the steel lintels over windows and doors) are structurally compromised and their structural integrity is in question. This upper brick masonry has sustained significant damage from several contributing factors: steel lintel corrosion, swelling, and rust jacking; moisture penetration into the brick walls through open cracks and mortar joints, especially above and along lintels; moisture penetration along the wall-to-parapet



interface at the through-wall flashing; moisture penetration through roofing and metal parapet coping seams. The various cracking and gaps that have developed have compromised the building envelope's weather tightness and made the wall more susceptible to freeze-thaw cycle damage caused by entrapped water.

Though much of the steel lintels are concealed by brick wall construction, the following major concerns were identified relative to the steel lintels: age of the unprotected steel lintels; heavy corrosion of [at least] the exposed-to-view portions of steel lintels; visible swelling of steel lintels, causing cracking and separation of up to one inch in thickness between lower and upper brick bands along the lintel joint; probable loss of steel lintel material thickness due to corrosion, which reduces the structural load carrying capacity and ultimate the safety of the lintels supporting the brick walls and parapets above. With no record drawings and much of the lintel sections concealed, the size of the existing lintels is not known; however, given the observed damage to the lintels and adjacent masonry, it appears that the lintels are well beyond their useful service life. In the current condition, the building walls are vulnerable to failure involving the lintels and/or the masonry above the lintels. The specific timing and probability of any potential failure is unknown and cannot be predicted with visual inspection alone, but the existing warning signs are evident.

While beyond the scope of this assessment, the 2017 Capital Plan Report and input provide by the Town indicate there are also major concerns with the structural adequacy and building code compliance of the interior of the building such as sagging and undersized floor joist framing and roof framing. The interior floor joists reportedly experience noticeable deflection when walking on the floors, and the roof reportedly visibly deflects under heavy snow loading. These interior concerns further compound the exterior masonry wall problems identified above.

If the Town wants to explore repairing the building, the following action items are recommended:

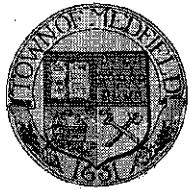
1. Complete a structural condition assessment of the entire building to include interior areas beyond the scope of this assessment such as: interior foundations, floor construction, wall construction, and roof construction.
2. Combine the interior assessment observations and recommendations with that of this exterior assessment.
3. If a repair solution is still feasible and desired by the Town, W&C can put together a proposal to renovate the entire building.
4. For only the exterior improvements recommended in this report (including temporary shoring of roof framing system, reroofing, demolishing upper masonry walls and parapets, and rebuilding upper brick walls with new lintels), we recommend a budget in the range of \$600,000 to \$700,000 including engineering design and construction. Construction phase engineering services shall be additional, depending on whether the Town requires those types of services. However, since this is a difficult type of construction to estimate and volatility in the construction market, we further recommend that a cost opinion also be obtained from a local building contractor with experience in this type of masonry restoration.

This building is nearly 100 years old and is well beyond its expected useful life. The building requires extensive repairs to rehabilitate the building for safe occupancy and likely has numerous elements in multiple trades that are not code compliant (structural, architectural, civil/site, energy efficiency, electrical, plumbing, HVAC, fire safety, etc.). Given these concerns,

the Town may want to consider demolishing this building and replacing it with a new, modern, code-compliant building that can be designed to better align with their future vision for this space.



Woodard & Curran appreciates this opportunity to provide continued engineering support to the Town of Medfield. If the Town would like further evaluation of the building interior, we would be happy to prepare a proposal for that effort. We could also meet with the Town to further discuss either repair or replacement options to best suit the needs of the community.



## TOWN OF MEDFIELD

### AGREEMENT

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Catalis Tax & CAMA, Inc., doing business in Massachusetts having a usual place of business at 27 Congress Street, Salem, MA 01970, hereinafter referred to as the "Contractor".

#### WITNESSED:

Whereas, the Contractor submitted an Assessment Services Order of Commercial & Industrial (C&I) Consulting Services (Attachment A) to perform the work required in compliance with the Massachusetts Department of Revenue regulations, as they currently exist.

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

Contract Documents. The Contract Documents consist of the Contractor's Proposal and Scope of Services, dated September 25, 2024 for Assessment Services Order of Commercial & Industrial (C&I) Consulting Services at a fixed fee of Forty-Three Thousand Five Hundred Dollars (\$43,500.00) to be paid equally over five fiscal years (\$8,700 per year) to complete the Program (Attachment A). 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.

1. Scope of Services. The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
2. Performance. The Contractor shall furnish all equipment, staffing, and materials to accomplish the Work 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 required for the performance of such work.
3. Restriction on Non-Municipal Work. In consideration of its employment, the Contractor agrees not to perform any appraisal work or to appear before the Appellate Tax Board (ATB) on behalf on any Medfield property taxpayer seeking property tax abatement from the Town of Medfield for fiscal years 2026-2030.
4. Standard Contract Term. The Contractor shall commence work in accordance with the schedule provided from the Principal Assessor. The contract term will begin upon notice to proceed and run through June 30, 2030.
5. Payment for Work. The Town shall pay a fixed fee of Forty-Three Thousand Five Hundred Dollars (\$43,500.00) to be paid equally over five fiscal years (\$8,700 per year) for this Program. Invoices for payment shall be submitted by the Contractor to Town on an annual basis. The Town shall make progress payments on the basis of the progress of the work completed. The Town shall make payments within thirty (30) days after its receipt. Town's financial obligations to contractor beyond current fiscal year are subject to appropriation by the local legislative body.

6. **Indemnification.** The Town's and the Contractor'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 from any loss, damage, cost, charge, or expense resulting from any of Contractor's 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 is 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 reasonable costs and expenses of the investigation thereof, including reasonable 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. To the extent permitted by law, neither party shall be responsible in any event for damages resulting from loss of data, loss of profits, and/or loss of use of product, or for any incidental, special, or consequential damages, even if advised of the possibility of such damages. This limitation of a party's liability shall apply regardless of the form of action, whether in contract or tort, including negligence.
7. **Contractor's Standard of Care.** The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established computer assisted property appraisal services. The Contractor represents and warrants that it is familiar with and knowledgeable about applicable federal and state statutes and regulations and the Uniform Standards of Professional Appraisal Practice and shall comply fully therewith.
8. **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.
9. **Insurance.** The Contractor shall provide the following insurance policies including a Certificate of Insurance for Professional Liability and General Liability with a minimum of \$2,000,000 and Automobile Liability with a minimum of \$1,000,000 each naming the Town of Medfield as an additional insured for this Project. In addition, the Town will require evidence of Worker's Compensation (per Statute).
10. **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.
11. **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.
12. **Reports.** Upon request, the Contractor shall promptly furnish the Town a summary of its reports arising out of its operations under this Contract.
13. **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 upon sixty (60) calendar days prior written notice to the other in the event of the other's failure to cure a material breach within thirty (30) calendar days after receipt of the terminating Party's written notice of default concerning the same, (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 ninety calendar (90) 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 Contractor by the Town or developed by the Contractor in accordance with this Agreement.

14. 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.
15. Severability. If any term of this Contract or 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.
16. 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.
17. 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.

Catalis Tax & CAMA, Inc.

By: Steven Ashbacher  
Title: Executive Vice President

Date: November 5, 2024

Approved as to Form: \_\_\_\_\_

Town of Medfield

Mark Cerel, Medfield Town Counsel

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Attachment A



Catalis  
3025 Windward Plaza, Suite 200  
Alpharetta, GA 30005

No.: 006Ph00000FEKnrlAH  
Order Form Date: 9/25/2024

## ASSESSMENT SERVICES ORDER FORM

### CUSTOMER INFORMATION

Customer: Medfield, MA  
Contact Name: Yvonne Remillard  
Email Address: [yremillard@medfield.net](mailto:yremillard@medfield.net)  
Phone: (508) 906-3016

Address: 459 Main Street  
Medfield, MA 02052

Billing Contact: Same as above  
Billing Email:  PO Required:  PO No.: \_\_\_\_\_  
Billing Phone:  Tax Exempt:

Catalis Representative: Jeff Leone, [jeff.leone@catalisgov.com](mailto:jeff.leone@catalisgov.com) (781) 476-2035

### AGREEMENT TERM

Start Date: 7/1/2025  
End Date: 6/30/2030

### COMPENSATION

#### 1. Assessment Fees

	<b>Fees</b>
Fiscal Year 2026 C&I Consulting Services	\$8,700.00
Fiscal Year 2027 C&I Consulting Services	\$8,700.00
Fiscal Year 2028 C&I Consulting Services	\$8,700.00
Fiscal Year 2029 C&I Consulting Services	\$8,700.00
Fiscal Year 2030 C&I Consulting Services	\$8,700.00
<b>Total Fees:</b>	<b>\$43,500.00</b>

- 1.1. The Services will be Invoiced with progress report billing starting on July 1<sup>st</sup> of each Fiscal Year.
- 1.2. Invoices are due thirty (30) days after the date of the invoice.

### SCOPE OF WORK

In consideration of the compensation set forth herein, Catalis Tax & CAMA, Inc. agrees to provide the following services in compliance with the Massachusetts Department of Revenue regulations, as they currently exist.

#### Fiscal Years 2026 - 2029 C&I Interim Year Valuation Adjustment:

- A.** Assist with the analysis of Commercial, Industrial and Apartment Properties.
- B.** Analyze all available income and expense statements for the purpose of applying the income approach to the Commercial and Industrial and Apartment Properties.



- C.** A minimum of two approaches to value, cost and income, will be utilized on these properties where applicable.
- D.** Adjust tables and any other requirements of the AssessPro system necessary to complete the LA-15 Report and support documentation in compliance with the Massachusetts DOR regulations for an Interim Year Valuation Adjustment.

#### Fiscal Year 2030 C&I Certification Consulting

#### **Commercial Real Estate**

- A.** Review all sales from calendar year 2028 to current.
- B.** Build Models and Tables on the AssessPro Cost System that will yield Market Values within the Guidelines required by the Massachusetts Department of Revenue.
- C.** Generate all required spreadsheets, reports, or other documentation necessary to comply with the Massachusetts Department of Revenue regulations and assist with the Fiscal Year 2030 Certification.

#### **Industrial Real Estate**

- A.** Review all sales from calendar year 2028 to current.
- B.** Build Cost Models and Tables on the AssessPro Cost System that will yield Market Values within the Guidelines required by the Massachusetts Department of Revenue.
- C.** Generate all required spreadsheets, reports, or other documentation necessary to comply with the Massachusetts Department of Revenue regulations and assist with the Fiscal Year 2030 Certification.

#### **Apartment Real Estate**

- A.** Review all sales from calendar year 2028 to current.
- B.** Build Cost Models and Tables on the AssessPro Cost System that will yield Market Values within the Guidelines required by the Massachusetts Department of Revenue.
- C.** Generate all required spreadsheets, reports, or other documentation necessary to comply with the Massachusetts Department of Revenue regulations and assist with the Fiscal Year 2030 Certification.

#### **Income approach to value for all appropriate Real Estate**

- A.** A minimum of two approaches to value is required by the Massachusetts Department of Revenue. In this case cost and income will be utilized on these properties where applicable.



Catalis  
3025 Windward Plaza, Suite 200  
Alpharetta, GA 30005

No.: 006Ph00000FEKnrlAH  
Order Form Date: 9/25/2024

- B.** Review all reported income and expense data received. Build Income Approach Models and Tables on the AssessPro Income System that will yield Market Values within the Guidelines required by the Massachusetts Department of Revenue.
- C.** Generate all required spreadsheets, reports, or other documentation necessary to comply with the Massachusetts Department of Revenue regulations and assist with the Fiscal Year 2030 Certification.

#### **General Conditions**

- A.** The MUNICIPALITY will be responsible for all mailings and postage.

#### **Compensation**

In consideration of the services to be performed by the COMPANY, the MUNICIPALITY shall pay the COMPANY the following amount:

**Forty-Three Thousand Five Hundred Dollars**  
**\$43,500.00**

Level funded over (5) fiscal years

**Five (5) Fiscal Years (FY2026-FY2030) @ \$8,700.00 / Year = \$43,500.00**



## TERMS & CONDITIONS

1. Independent Contractor Status
  - 1.1. Independent Contractor: The Contractor acknowledges and agrees that they are an independent contractor and not an employee, partner, or agent of the Customer. The Contractor shall not be entitled to Customer benefits, including, but not limited to, health benefits, paid leave, or participation in the Customer's retirement or equity programs.
  - 1.2. Taxes: The Contractor is responsible for the payment of their own federal, state, and local taxes, including income tax, self-employment tax, and any other applicable taxes. The Customer will not withhold taxes from the Contractor's compensation.
2. Confidentiality
  - 2.1. Confidential Information: The Contractor shall not disclose or use any confidential information of the Customer, including but not limited to proprietary business information, trade secrets, customer data, marketing strategies, and other non-public information obtained during the engagement, for any purpose other than fulfilling their obligations under this Agreement.
3. Ownership of Work
  - 3.1. Intellectual Property: Any work product, including intellectual property, created by the Contractor during the engagement shall be considered "work made for hire" and shall be the exclusive property of the Customer. The Contractor hereby assigns all rights to such work product to the Customer.
4. Term and Termination
  - 4.1. Effective Date: The effective date of this Agreement shall be the date upon which the Agreement is signed and executed by the Contractor and Customer.
  - 4.2. Duration: Agreement will continue until the end of the Agreement Term noted on the Order Form.
  - 4.3. Termination: Either party may terminate this Agreement with written notice if the other party breaches any material provision of this Agreement. Termination does not relieve either party from their obligations accrued prior to termination.
5. Indemnification
  - 5.1. Indemnity: The Contractor shall indemnify, defend, and hold the Customer, its officers, directors, and employees harmless from any and all claims, liabilities, damages, costs, and expenses, including reasonable attorney's fees, arising out of the Contractor's work under this Agreement or any breach of the Agreement by the Contractor.
6. Insurance.
  - 6.1. The Contractor will maintain a Liability Insurance policy.
7. Governing Law
  - 7.1. Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the state of Massachusetts.
8. Entire Agreement
  - 8.1. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, understandings, and representations.
9. Miscellaneous
  - 9.1. Amendment: This Agreement may only be amended in writing and signed by both parties.
  - 9.2. Notices: All notices, requests, demands, or other communications under this Agreement shall be in writing.
  - 9.3. Assignment: The Contractor may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the Customer.



## TOWN OF MEDFIELD

### AGREEMENT

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Catalis Tax & CAMA, Inc., doing business in Massachusetts having a usual place of business at 27 Congress Street, Salem, MA 01970, hereinafter referred to as the "Contractor".

#### WITNESSED:

Whereas, the Contractor submitted an Assessment Services Order of Personal Property Consulting Services (Attachment A) to perform the work required in compliance with the Massachusetts Department of Revenue regulations, as they currently exist.

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

Contract Documents. The Contract Documents consist of the Contractor's Proposal and Scope of Services, dated September 25, 2024 for Assessment Services Order of Personal Property Consulting Services at a fixed fee of Thirty-Six Thousand Dollars (\$36,000.00) to be paid equally over five fiscal years (\$7,200 per year) to complete the Program (Attachment A). 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.

1. Scope of Services. The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
2. Performance. The Contractor shall furnish all equipment, staffing, and materials to accomplish the Work 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 required for the performance of such work.
3. Restriction on Non-Municipal Work. In consideration of its employment, the Contractor agrees not to perform any appraisal work or to appear before the Appellate Tax Board (ATB) on behalf on any Medfield property taxpayer seeking property tax abatement from the Town of Medfield for fiscal years 2026-2030.
4. Standard Contract Term. The Contractor shall commence work in accordance with the schedule provided from the Principal Assessor. The contract term will begin upon notice to proceed and run through June 30, 2030.
5. Payment for Work. The Town shall pay a fixed fee of Thirty-Six Thousand Dollars (\$36,000.00) to be paid equally over five fiscal years (\$7,200 per year) for this Program. Invoices for payment shall be submitted by the Contractor to Town on an annual basis. The Town shall make progress payments on the basis of the progress of the work completed. The Town shall make payments within thirty (30) days after its receipt. Town's financial obligations to contractor beyond current fiscal year are subject to appropriation by the local legislative body.

6. Indemnification. The Town's and the Contractor'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 from any loss, damage, cost, charge, or expense resulting from any of Contractor's 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 is 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 reasonable costs and expenses of the investigation thereof, including reasonable 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. To the extent permitted by law, neither party shall be responsible in any event for damages resulting from loss of data, loss of profits, and/or loss of use of product, or for any incidental, special, or consequential damages, even if advised of the possibility of such damages. This limitation of a party's liability shall apply regardless of the form of action, whether in contract or tort, including negligence.
7. Contractor's Standard of Care. The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established computer assisted property appraisal services. The Contractor represents and warrants that it is familiar with and knowledgeable about applicable federal and state statutes and regulations and the Uniform Standards of Professional Appraisal Practice and shall comply fully therewith.
8. 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.
9. Insurance. The Contractor shall provide the following insurance policies including a Certificate of Insurance for Professional Liability and General Liability with a minimum of \$2,000,000 and Automobile Liability with a minimum of \$1,000,000 each naming the Town of Medfield as an additional insured for this Project. In addition, the Town will required evidence of Worker's Compensation (per Statute).
10. 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.
11. 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.
12. Reports. Upon request, the Contractor shall promptly furnish the Town a summary of its reports arising out of its operations under this Contract.
13. 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 upon sixty (60) calendar days prior written notice to the other in the event of the other's failure to cure a material breach within thirty (30) calendar days after receipt of the terminating Party's written notice of default concerning the same, (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)

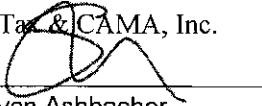
immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation 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 ninety calendar (90) 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 Contractor by the Town or developed by the Contractor in accordance with this Agreement.

14. 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.
15. Severability. If any term of this Contract or 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.
16. 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.
17. 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.

Catalis Tax & CAMA, Inc.

  
By: Steven Ashbacher  
Title: Executive Vice President

Date: November 5, 2024

Approved as to Form: \_\_\_\_\_

Town of Medfield

Mark Cerel, Medfield Town Counsel

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Catalis  
3025 Windward Plaza, Suite 200  
Alpharetta, GA 30005

# Attachment A

No.: 006Ph00000FFJsvIAH  
Order Form Date: 9/25/2024

## ASSESSMENT SERVICES ORDER FORM

### CUSTOMER INFORMATION

Customer:	Medfield, MA	Address:	459 Main Street
Contact Name:	Yvonne Remillard		Medfield, MA 02052
Email Address:	<a href="mailto:yremillard@medfield.net">yremillard@medfield.net</a>		
Phone:	(508) 906-3016		
Billing Contact:	Same as above	ACH:	<input type="checkbox"/>
Billing Email:		PO Required:	<input type="checkbox"/> PO No.: _____
Billing Phone:		Tax Exempt:	<input checked="" type="checkbox"/>

Catalis Representative: Jeff Leone, [jeff.leone@catalisgov.com](mailto:jeff.leone@catalisgov.com) (781) 476-2035

### AGREEMENT TERM

Start Date: 7/1/2025  
End Date: 6/30/2030

### COMPENSATION

#### 1. Assessment Fees

	<b>Fees</b>
Fiscal Year 2026 Personal Property Consulting Services	\$7,200.00
Fiscal Year 2027 Personal Property Consulting Services	\$7,200.00
Fiscal Year 2028 Personal Property Consulting Services	\$7,200.00
Fiscal Year 2029 Personal Property Consulting Services	\$7,200.00
Fiscal Year 2030 Personal Property Consulting Services	\$7,200.00
<b>Total Fees:</b>	<b>\$36,000.00</b>

1. The Services will be Invoiced with progress report billing starting on July 1<sup>st</sup> of each Fiscal Year.
2. Invoices are due thirty (30) days after the date of the invoice.

### SCOPE OF WORK

In consideration of the compensation set forth herein, Catalis Tax & CAMA, Inc. agrees to provide the following services in compliance with the Massachusetts Department of Revenue regulations, as they currently exist.

#### Taxable Personal Property- Fiscal Years 2026 thru 2030:

- Analyze the Forms of List (75-100) returned by the owners of the existing Taxable Personal Property.
- Review the taxable inventory base in the AssessPRO system for all new accounts.



- C.** Validate the information on 33% (Approximately 20-25 Accounts) of the taxable database annually by field listing those accounts. **(As determined by the Assessor)**
- D.** Review the telecommunication and gas line companies listing submitted by the Department of Revenue and review the taxable inventory accordingly.
- E.** All potentially new Taxable Personal Property accounts (up to 12 accounts) shall be visited for determination of taxability status. **(As determined by the Assessor)**
- F.** All new Taxable Personal Property accounts discovered shall be listed, priced and added to the tax base.
- G.** All businesses determined to be exempt from taxation shall be noted and given to the Assessor's office staff for input into the Personal Property system for future reference.
- H.** Provide **(2)** 504 Valuations each year. (Until the DOR centrally values these properties)

#### **Certification Fiscal Year 2030:**

- A.** The COMPANY will adjust all value tables, depreciation tables, and any other requirements of the system to insure equitable assessments and to conform to all Department of Revenue regulations and guidelines, as they currently exist.
- B.** Provide all documentation necessary for the "Certification" process.

#### **General Conditions**

- A.** The COMPANY will be responsible for all the discovery and data entry work.
- B.** The COMPANY will be responsible for all changes to the AssessPRO calculation tables.
- C.** The COMPANY will include **(2)** 504 valuations each fiscal year.
- D.** Solar Fields and Wind Turbines are not included, estimates will be provided upon request.
- E.** If the 504 valuations are no longer required, the cost for the (2) 504 valuations mentioned above, totaling (\$4,000.00) per year, will be removed from this agreement.

#### **Compensation**

In consideration of the services to be performed by the COMPANY, the MUNICIPALITY shall pay the COMPANY the following amount:

**\$36,000.00**

Level funded over (5) fiscal years.

**Five (5) Fiscal Years (FY2026-FY2030) @ \$7,200.00 / Year = \$36,000.00**



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  - 1.1. Independent Contractor: The Contractor acknowledges and agrees that they are an independent contractor and not an employee, partner, or agent of the Customer. The Contractor shall not be entitled to Customer benefits, including, but not limited to, health benefits, paid leave, or participation in the Customer's retirement or equity programs.
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  - 9.1. Amendment: This Agreement may only be amended in writing and signed by both parties.
  - 9.2. Notices: All notices, requests, demands, or other communications under this Agreement shall be in writing.
  - 9.3. Assignment: The Contractor may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the Customer.

# 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, Contractor Certifications and Commonwealth 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:(and d/b/a): MEDFIELD, Town of		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency (MEMA)	
Legal Address: (W-9, W-4): 459 Main Street, Medfield, MA 02052-2009		Business Mailing Address: 400 Worcester Rd, Framingham, MA 01702	
Contract Manager: William C Carrico II	Phone:	Billing Address (if different): same	
E-Mail: <a href="mailto:wcarrico@medfield.net">wcarrico@medfield.net</a>		Contract Manager: EM Grants Unit	Phone #: 508.630.5727
Contractor Vendor Code: VC6000191876		E-Mail: <a href="mailto:EM.Grants@mass.gov">EM.Grants@mass.gov</a> Phone #: 508.561.0449	
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY25EMPG2400000MEDFI RFR/Procurement or Other ID Number: FFY2024EMPG	
<b>X</b> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input checked="" type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <b>Prior</b> to Amendment: _____. Enter Amendment Amount: _____. <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
<b>The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding:</b> (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <b>X Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). <b>\$3,500.00</b>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days   % PPD; Payment issued within 15 days   % PPD; Payment issued within 20 days   % PPD; Payment issued within 30 days   % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> Funding for this grant is provided via a Federal Fiscal Year 2024 Emergency Management Performance Grant (EMPG), Assisting Listing #97.042 and has a required dollar-for-dollar match. Funds may only be used for activities outlined in the subrecipient's approved FFY2024 EMPG Subgrant Application and in accordance with attached Federal Standard Terms and Conditions, Commonwealth Terms and Conditions, and MEMA Special Conditions and Reporting Requirements.			
<b>ANTICIPATED START DATE:</b> (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 <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of <u>      </u> , <b>20</b> , a date <b>LATER</b> than the Effective Date below and <u>no</u> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u>      </u> , <b>20</b> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2025</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the <b>"Effective Date"</b> 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, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, 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 <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: _____ Print Name / Title: _____		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____ Date: _____ Print Name / Title: <u>Randall Lui, Chief Financial Officer</u>	

**Federal Fiscal Year 2024 DHS STANDARD TERMS AND CONDITIONS**

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

**A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

- i. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

**B. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. General Acknowledgements and Assurances**

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**C. Standard Terms & Conditions**

I. **Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. **Activities Conducted Abroad**

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. **Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. **Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. **Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. **Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing

regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations at 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certified-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

**XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

**XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**XXI. Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

**XXII. National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.)

(NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

**XXIV. Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

**XXV. Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

**XXVI. Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

**XXVII. Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**XXVIII. Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**XXIX. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

**XXX. Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

### **XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### **Waivers**

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
  - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

#### **Definitions**

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

### **XXXII. SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

### **XXXIII. Terrorist Financing**

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

### **XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

### **XXXV. Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

### **XXXVI. USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

### **XXXVII. Use of DHS Seal, Logo and Flags**

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

### **XXXVIII. Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C. § 470141 U.S.C. § 4712.

**Commonwealth of Massachusetts  
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 the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. 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, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.
- 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 Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices 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 a minimum retention period of six (6) 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 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 effect of 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 certifies 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 signing the Standard Contract Form.

**Massachusetts Emergency Management Agency  
Special Conditions and Reporting Requirements**

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#### **Parties**

The “Contractor” or “Subrecipient” is an eligible public or private not-for-profit entity that has applied for grant funding to the Massachusetts Emergency Management Agency (MEMA) and has received an approved award. The subrecipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through the Massachusetts Emergency Management Agency (“Department”), is responsible for administering this grant program.

#### **Agreement**

The Subrecipient and Department will execute a State Standard Grant Contract through which the subrecipient agrees to perform all activities as described in the approved application within the budget, dates of service, and other conditions set forth below. The Department agrees to reimburse the Subrecipient for all allowable costs incurred within period of performance as stated in the executed state contract and to provide technical assistance and support required to carry out the purposes of the grant.

#### **Terms and Conditions**

1. Project Revisions. Any substantive adjustment to a subrecipient’s scope of work or budget must be reviewed and approved by MEMA prior to expenditure. A contract amendment may be required prior to performance under an adjusted scope of work. MEMA is not obligated to reimburse work or expenditures made outside an approved scope of work or budget.
2. Press. Subrecipient agrees to proactively notify MEMA of any interactions or planned media outreach regarding activities funded under this grant program.
3. Release of Information. All records, papers and other documents of any kind related to the funded activity in any manner and kept by subrecipients of these funds shall be made promptly available upon request to any person authorized by MEMA for inspection and copying.
4. Application of Special Conditions to Subrecipient: If a subrecipient proposes to engage in sub-granting activities, it shall ensure its sub-grantees adhere to all applicable contract conditions.
5. Reporting. Subrecipients agree to submit timely and accurate Reimbursement Request Form as needed and directed. Failure to comply with this condition may result in the withholding of subrecipient funds until the delinquent report is received.
6. Contractor/Consultant Rates. Compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Consideration can be given to compensation, including fringe benefits, for those individuals whose employers do not provide the same. Time and effort reports are required for consultants.
7. Internet Access. Subrecipients must have Internet access.
8. Email addresses. Subrecipient project point of contact of grant programs must have individual email addresses.
9. Subrecipient Non-compliance. Contractor/Subrecipient, is subject to the federal and state regulations and related requirements set forth herein. Non-compliance may result in an audit finding and subsequent repayment of funds. Approval of a project, project costs, contract, or payment by MEMA does not exempt the Contractor from requirements to repay funds. Should a state, federal, or local audit reveal that actions taken by the Contractor/Subrecipient, or any of its contractors, regardless of previous approval by MEMA, do not comply with policies, laws, or regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by MEMA. Repayments not made as expected will be considered debts and addressed under the Commonwealth’s Debt Collection and Intercept policy (815 CMR 9.00).
10. Monitoring. Subrecipients agree to cooperate with MEMA monitoring and site visits.
11. Records Retention. The Contractor shall retain all related records for a minimum of six years from the date of the Close-Out Report Submission. In cases of similar requirements at two or more levels, the more stringent of the requirements must be followed.
12. Prior to acceptance of these terms and conditions, Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA, U.S. DOT and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.

#### **Certification of Compliance with Federal Procurement Standards**

All subrecipient spending under a Federal Grant must comply with the federal procurement standards described in 2 CFR 200.317 through 200.327. Subrecipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws, and regulations. By signing this Contract, the Subrecipient certifies compliance with the following:

1. Procurement(s) conducted under the above-referenced grant program will comply with my organization’s procurement procedures which are documented and reflect current procurement practices.

2. My organization’s procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.327.

If the subrecipient does not have documented procurement procedures, MEMA may terminate this agreement and/or withhold reimbursement until such time as the subrecipient can provide appropriate revisions to assure all expenditures were made in compliance with the applicable federal, state, local, and tribal procurement requirements.



Commonwealth of Massachusetts  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company (must match Form W-9 tax classification)

Contractor/Subrecipient Legal Name	Vendor Code / FFY Grant Program

**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.)

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.

There are three types of electronic signatures that will be accepted on this form: 1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Title	Phone Number	Email Address

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.

I certify that I am a responsible authorized officer of 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 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.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature			Date
Print Name		Title	

**SUBAWARD AGREEMENT FOR THE  
ENERGY EFFICIENCY CONSERVATION BLOCK GRANT**

**By and Between**

**Massachusetts Department of Energy Resources**

**And**

**Town of Medfield**

## BACKGROUND

The Massachusetts Department of Energy Resources (DOER) develops and implements policies and programs aimed at ensuring the adequacy, security, diversity, and cost-effectiveness of the Commonwealth's energy supply to create a clean, affordable, equitable, and resilient energy future for all residents, businesses, communities, and institutions.

DOER, through the U.S. Department of Energy (DOE) and the Infrastructure Investment and Jobs Act (IIJA), has awarded federal funding to municipalities across the Commonwealth through the Energy Efficiency Conservation Block Grant (EECBG) Program. These funds have been awarded to support the reduction of fossil fuel emissions, reduction of total energy use in communities, improve efficiency of facilities, and contribute to the growth of the clean energy economy.

**Federal Award Project Description:** DOER offered competitive sub grants (not to exceed \$75,000) to municipalities with populations of less than 35,000 to reduce energy consumption, reduce greenhouse gas emissions, and promote the adoption of clean energy technologies in municipal buildings, residences, and businesses.

Activities eligible for grant funding include:

- i. Seed funds for an energy manager. Seed funds may be shared among several communities. Energy managers will arrange energy audits of municipal and school buildings, collaborate with other local officials and community groups to formulate clean energy policies and programs. DOER will prioritize this activity to rural underserved communities and environmental justice communities
- ii. Engineering studies and/or design of decarbonizing municipal or school buildings identified as good candidates for electrification from scoping studies or other means. The outcome will be design specifications to enable the municipality to procure the installation of the equipment, which is currently highly incentivized by the Mass Save program, and financially supported by DOER's Green Communities grants.
- iii. Public building weatherization. Massachusetts' cities and towns have many old buildings in their building stock that lack insulation and proper weatherization. The activity also leverages funds from Mass Save and Green Communities grants.
- iv. Local clean energy campaigns focusing on low-moderate income residents and underserved communities. This activity can be used to bolster and extend efforts underway in the Mass Save Community First Partnerships and highlight resources for LMI households through the Inflation Reduction Act.
- v. Clean energy planning. This activity will provide funding for the municipality to hire a consultant to support the community to develop vision, goals, and strategies for decarbonization or to develop project-specific clean energy plans that may require feasibility studies, preparation of preliminary project design, outreach, and technical support for local governments.

## **BACKGROUND(CONTINUED)**

1. The DOER issued Program Opportunity Notice PON-ENE-2024-023 (PON) as set forth in Attachment B.
2. The Town of Medfield (Subrecipient) submitted a response to the PON on or before August 16, 2024, as set forth in Attachment C.
3. The DOER competitively selected Subrecipient's proposal as described in Subrecipient's response to the PON.
4. Subrecipient's proposal is incorporated herein and described in Scope of Contract Award (Attachment D) and as further provided in the expenditure of funds (Budget) as described in Attachment E.
5. This Subaward Agreement (Agreement) incorporates and makes part hereof certain attachments and forms which have been provided and accepted by the parties as part to this Agreement. Copies of such agreed upon attachments and forms are attached hereto, set forth in their entirety and made part of this Agreement by reference:
  - i. BACKGROUND
  - ii. ATTACHMENT A: Federal Award Identification for EECBG Funds
  - iii. ATTACHMENT B: PON-ENE-2024-023
  - iv. ATTACHMENT C: Subrecipient's response to PON-ENE-2024-023
  - v. ATTACHMENT D: Scope of Contract Award
  - vi. ATTACHMENT E: Budget
  - vii. ATTACHMENT F: EECBG Special Terms and Conditions
  - viii. THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT AND ATTACHMENTS
    - a. ATTACHMENT G: Commonwealth of Massachusetts Terms and Conditions
    - b. ATTACHMENT H: Contractor Authorized Signatory Listing
    - c. ATTACHMENT I: W-9 FORM
    - d. ATTACHMENT J: Electronic Funds Transfer (EFT) Authorization Form

**Attachment A**  
**Federal Award Identification for EECBG Funds**

1. Subrecipient's Name  Town of Medfield		2. Subrecipient's Unique Entity Identifier (UEI)	
3. Federal Award Identification Number (FAIN)  DE-SE0000224		4. Assistance Listings Title and Number  81.128: Energy Efficiency and Conservation Block Grant Program (EECBG)	
5. Federal Award Date  11/01/2023	6. Subaward Period of Performance  11/01/2023 – 10/31/2026	7. Subaward Budget Period  11/01/2024 - 6/30/2026	
8. EECBG Funds Obligated by this Subaward  \$61,739.00	9. Total Federal Funds Obligated by DOER to Subrecipient  \$61,739.00	10. Total EECBG Funds Obligated to Subrecipient by DOER  \$61,739.00	
11. DOE Contact  Geraly Amador Award Administrator geraly.amador@ee.doe.gov 240-562-1794		12. DOER Contact  Caitlin Hart Clean Energy Project Coordinator caitlin.hart@mass.gov 617-626-7319	
13. Indirect Cost Rate as applied to DOER (Recipient)  <u>13.59%</u> , as negotiated between DOER and DOE		14. Indirect cost rate as applied to Subrecipient, notwithstanding the negotiated indirect cost rate applicable to Recipient  <u>15%</u> , the de minimis rate as provided under 2 CFR 200.414(f)	

**Attachment B**  
**PON-ENE-2024-023**

THE COMMONWEALTH OF MASSACHUSETTS

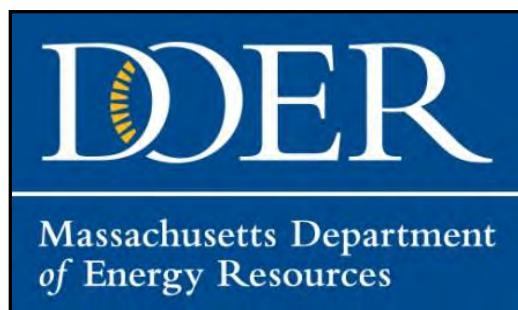
# EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

## DEPARTMENT OF ENERGY RESOURCES

ELIZABETH MAHONY, COMMISSIONER

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**100 Cambridge Street, 9<sup>th</sup> Floor  
Boston, MA 02114**



### **Program Opportunity Notice (PON)**

**Document Title: Energy Efficiency Conservation Block Grant**

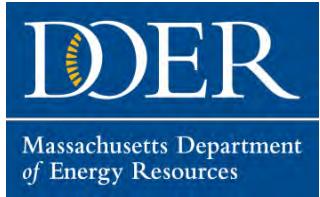
**COMMBUYS Bid Number: BD-24-1041-ENE01-ENE01-103737**

**Agency Document Number: PON-ENE-2024-023**

**Issued: May 24, 2024**

**Amended: July 16, 2024**

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



**The Commonwealth of Massachusetts**  
**Department of Energy Resources**  
100 Cambridge Street, 9<sup>th</sup> Floor  
Boston, MA 02114  
<http://www.mass.gov/doer>

Energy Efficiency Conservation Block Grant (EECBG)  
**PON-ENE-2024-023**



## 1. INTRODUCTION AND BACKGROUND

The Massachusetts Department of Energy Resources (DOER) develops and implements policies and programs aimed at ensuring the adequacy, security, diversity, and cost-effectiveness of the Commonwealth's energy supply to create a clean, affordable and resilient energy future for all residents, businesses, communities, and institutions.

DOER, through the U.S. Department of Energy (DOE) and the Infrastructure Investment and Jobs Act (IIJA), is making available formula funding to municipalities across the Commonwealth through the Energy Efficiency Conservation Block Grant (EECBG) Program. These funds are being made available to support the reduction of fossil fuel emissions, reduction of total energy use in communities, improve efficiency of facilities, and contribute to the growth of the clean energy economy. Every municipality is eligible to receive funding through the ECBG program.

Each municipality receiving ECBG Program funds is required to use the funds cost-effectively for maximum benefit to the population of that municipality and to yield sustained long- term impacts on energy use, emission reduction, and equitable workforce and community investment opportunities.

The three hundred and three (303) cities and towns not receiving Direct Pay awards, as noted in the [allocation document](#), are eligible to receive federal formula funds through DOER and the ECBG Formula Grant Program and should complete this application.

There are forty-eight (48) municipalities and one (1) county receiving [Direct Pay](#) awards and will be getting their ECBG allocation directly from DOE, NOT DOER, and need not complete this application to receive those funds. These municipalities should visit the [EECBG website](#) for more information and instructions.

## 2. PROGRAM OUTLINE

Through this application, DOER will be evaluating project proposals from municipalities to distribute this federal ECBG funding to ensure alignment and compliance with the requirements outlined herein. Project eligibility criteria, distribution of funds, and reporting requirements are detailed in full in this application. Please ensure you have read all the guidelines and requirements outlined in this application and proposed project(s) meet all stated requirements prior to submission of your application. An amount not to exceed one million, six hundred thirty-four thousand dollars (\$1,634,000) in grant funding is available through this Program.

DOER is offering competitive sub grants to municipalities not to exceed fifty thousand dollars (\$50,000) (except in the case of item 5 below) for the following activities:

1. Clean energy planning.
  - a. Community-based.
  - b. Project-based.
2. Clean energy community campaigns.
3. Energy manager seed funds.
4. Engineering and design for building decarbonization.
5. Public building envelope improvement projects (eligible for funding up to seventy - five thousand dollars (\$75,000)).

The DOE's Office of State and Community Energy Programs has curated several [Blueprints](#) containing useful project guidelines and links to additional resources that may be helpful in planning out proposed projects. Municipalities can opt to partner together on a single project to braid their respective EECBG funds together.

If partnering, one community will be the lead applicant and submit a single application to DOER, listing all other partner communities.

Each application will be reviewed for eligibility and other criteria by DOER staff. DOER reserves the right in its sole discretion to request additional information directly from the applicant prior to making its final award determination. **All grant-funded projects must be completed and closed-out by June 30, 2026.**

### **3. PROGRAM REQUIREMENTS**

Program applicants must demonstrate that the project meets the requirements and criteria described in this section.

#### **A) Project-specific requirements**

**1) Clean energy planning.** This includes funding for the municipality to:

- a) Community-based: Develop vision, goals, and strategies for community decarbonization; develop stakeholder engagement, education, and outreach activities; write, adopt, and publicize local clean energy and climate action plans.
- b) Project-based: Develop project-specific clean energy plans that may require feasibility studies, preparation of preliminary project design, outreach, and technical support for local governments. Clean energy studies may investigate any number of technological and material options that are designed to reduce or eliminate the use of onsite fossil fuels, reduce energy use and/or costs, and advance the development and installation of clean and renewable energy resources. Funds shall only be made available for studies that examine options related to non-fossil fuels that support efforts to meet the Commonwealth's energy and emissions reduction targets.

Successful applications will include the following:

For community-based clean energy planning:

- Strategies around clearly defined, measurable, and ambitious goals for advancing energy efficiency and clean energy
- Assurance that strategies are informed by stakeholder feedback and include opportunities for continued stakeholder engagement, with a particular focus on soliciting feedback from underrepresented and disadvantaged residents. EECBG Program recipients are encouraged to actively seek participation and

- feedback from a diverse range of stakeholders that reflects the demographics of their community
- Partnerships with community organizations that represent underserved groups or residents
- A holistic approach that incorporates a variety of technologies and addresses the needs of different populations within the community
- Engagement with underrepresented or underserved groups to ensure that their needs are considered and addressed during technical consultant service delivery (e.g. community input sessions, equitable access to programs and financial opportunities.)
- Well-thought-out implementation timeline with achievable milestones

For project-based clean energy planning:

- Facilities targeted for studies and/or planning activities have demonstrated need for upgrades, high energy use intensity (EUI), equipment at end of useful life, etc.
- Inclusion of study scope and objectives, identifying technology/technologies being proposed, fuel(s) targeted, potential costs impacts/savings opportunities, any site information or planned projects relevant to study scope (e.g. building use, existing conditions, type and age of existing heating system, planned efficiency projects or new construction, etc.) and potential benefits identified so far- **please attach to application**
- Description of any previous energy audits or other related studies completed or planned at location(s) – **please attach to application**
- Solar PV studies must include a site assessment (Google Earth maps or [NREL's PV Watts](#) can provide assessment information) and the site's suitability score as defined by [DOER's Technical Potential for Solar Study](#)
- Demonstrated municipal support for project implementation following plan or study completion, should the results indicate technical and fiscal feasibility

2) **Local clean energy campaigns focusing on low-moderate income residents and underserved communities.** This activity can be used to bolster and extend efforts underway in the [Mass Save Community First Partnerships](#) and Mass Clean Energy Center's [EmPower program](#). DOER will prioritize this activity in disadvantaged communities, as defined by the [Justice40 Initiative](#).<sup>1</sup>

Successful applications will include the following:

- If expanding or extending an existing EmPower or Community First Partnership, provide a summary of results to date, what activities EECBG funds would support
- Partnerships with community-based organizations
- Target audience
- Tasks and milestones
- Itemized budget
- Outreach/education methods and materials
- Qualifications of person(s) completing the work – **please attach resume(s)**
- Memorandum(s) of Agreement with partners as applicable
- Letters of support – **please attach**
- Intended outcomes
- Measurement and verification methodology of clean energy results

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<sup>1</sup> The [Climate and Economic Justice Screening Tool](#) (CEJST) is a geospatial mapping tool designed to support Justice40 Initiative objectives by identifying disadvantaged communities that are marginalized and overburdened by pollution and underinvestment.

3) **Seed funds for an energy manager.** Energy managers will arrange energy audits of municipal and school buildings, implement energy conservation measures, and collaborate with other local officials and community groups to formulate clean energy policies and programs.

Successful applications will include the following:

- Sample job description or scope of work to be used soliciting service
- Itemized budget
- Tasks and milestones
- Description of how position/service will be sustained after grant ends

4) **Engineering studies and/or design of decarbonizing municipal or school buildings identified as good candidates for electrification from scoping studies or audits.** The outcome of the engineering studies and/or design will be procurement-ready specifications that enable the municipality to procure the installation of fossil fuel-free equipment for heating, cooling and hot water.

Successful applications will include the following:

- Completed feasibility or scoping study identifying decarbonization approach and technology
- Scope of work to be used soliciting service
- Estimated greenhouse gas reductions, energy and cost savings
- Tasks and milestones
- Commitment to implement project once design is complete

5) **Public building envelope improvements.** This includes any modifications to the public building shell or public building enclosure that enhance the building's energy efficiency, thermal comfort, and overall performance. These modifications most commonly include added insulation, weatherstripping, repairing or replacing windows, and air sealing.

Successful applications will include the following:

- The audit recommending the proposed measure(s) including the estimated costs and savings.
- Photographs of the existing conditions
- Existing and proposed R-values and/or U-values
- Calculations that list all assumptions for projected energy savings and costs
- Specification sheets, if applicable

## **B) Utility incentive requirements**

For project categories number four (4) and number five (5) above, applicants must agree to take advantage of applicable utility incentives such as the Mass Save offerings. Applicants should demonstrate their ability to meet the eligibility requirements of the relevant utility program(s) if such incentives are available or shall otherwise demonstrate good cause for forgoing incentives where applicable. Applicants must apply for, or agree to apply for (e.g., in the case of utility post-purchase rebates), external funding prior to applying for this Program. These external funding requests must be outlined in the Application Form (Attachment A).

## **C) Build America, Buy America Act (BABAA) requirements applicable to building envelope improvements**

This grant Program uses federal funding that is subject to [BABAA](#), which extends to any sub-recipients of the funds (i.e., grantees under the Program). BABAA requires that all iron, steel, manufactured products, and construction materials used in federally funded projects for infrastructure must be produced in the United States. Under the Act, some types of building envelope improvements are considered infrastructure projects.

Applicants shall include BABAA certification as part of the request for responses from vendors when soliciting project cost quotes. If BABAA-certified solutions are available from one or more responding vendors, the applicant must consider these alternatives and procure them if they are not cost-prohibitive. However, if vendors confirm in writing that they cannot offer solutions that are BABAA certified (“nonavailability”), or if the cost of pursuing a BABAA-certified solution increases the total project cost by more than twenty five percent (25%) (“unreasonable cost”), this can be used as backup documentation in the [BABAA waiver](#) request process.

#### **D) Davis-Bacon and Related Acts (DBRA) requirements applicable to building envelope improvements**

Because the Program is supported through federal funds, the Davis-Bacon and Related Acts<sup>2</sup> (DBRA) apply to projects altering public buildings are subject to DBRA. Grantees under this Program are responsible for including the applicable wage determinations and required DBRA contractor reporting in any solicitation or bidding documents, and in the prime contract. Since both federal and state prevailing wage requirements apply, any contractor hired by grantees for labor-related work must pay whichever rate is higher for each job classification and meet whichever requirements are more protective of workers; typically, Massachusetts prevailing wage requirements for state entities will be higher than the federal threshold, but grantees are responsible for ensuring compliance.

The DBRA prevailing wage rates are set by county and can be found on the <https://sam.gov/content/home> Learning Center. The Massachusetts Department of Labor Standards (DLS) issues prevailing wage information for construction projects and other types of public work<sup>3</sup>.

#### **E) Eligible Procurement Methods**

All grant-funded projects must comply with applicable local procurement and construction laws. Eligible applicants must identify the selected procurement method in their application to DOER.

The following statewide contract<sup>4</sup> may serve as resources for municipalities:

- [PRF 74](#) - Energy, Climate Action, and Facility Advisory Services

### **4. FUNDING**

The total funding available under this PON is one million six hundred thirty-four thousand dollars (\$1,634,000). DOER intends to leverage funds and support as many projects as possible with the available funding.

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<sup>2</sup> The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts totaling more than \$2,000 for the construction, alteration, or repair of public buildings or public works. Grantees of the Program must pay their laborers and mechanics no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

<sup>3</sup> State contracts must also include the processes and procedures to ensure compliance with statutory Workforce Participation Goals, including reporting and enforcement provisions, for women and minorities. G.L. c. 149, § 44A(2)(G); see <https://www.mass.gov/prevailing-wage-program> for more details. Additionally, applicants are responsible for insuring compliance with MA prevailing wage laws and DBRA,

Individual award decisions will vary depending on the project specifics and whether the project is sited within an area with designated disadvantaged population(s) as defined by the federal Justice40 Initiative.<sup>4</sup> In no instance may an applicant receive more than one hundred percent (100%) of the cost of a project from this grant when combined with other internal and/or external funding sources.

## 5. ASKING QUESTIONS

This Program Opportunity Notice (PON) is being conducted under 815 CMR 2.00, and has been distributed electronically using COMMBUYS, the Commonwealth's official procurement record system (<http://www.commbuys.com>). The project name is the EECBG Municipal Sub-Grant, and the project number is PON-ENE-2024-023 Correspondence to the DOER should include this project number as well as the title. All notifications and amendments to this PON will be posted on COMMBUYS. It is the responsibility of every potential respondent to check COMMBUYS for any addenda or modifications to a PON to which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodations to respondents who fail to check for amended PONs or submit inadequate or incorrect responses.

Respondents may not alter PON language or any PON component files. Those submitting a proposal must respond in accordance with the PON directions and complete only those sections that prompt a respondent for a response. Modifications to the body of this PON, specifications, terms and conditions, or which change the intent of this PON are prohibited. Any unauthorized alterations will disqualify a response.

All proposals and information submitted in response to this PON are subject to the Commonwealth of Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7 and Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

- This application is available as PON-ENE-2024-023 on COMMBUYS (as a “Bid.”)
- All questions must be submitted by 5 PM on **July 31, 2024** to COMMBUYS
- All answers shall be posted by 5 PM on **August 7, 2024**, to COMMBUYS
- To find an item on COMMBUYS: log into [COMMBUYS](#), locate the Bid, acknowledge receipt of the Bid, and scroll down to the bottom of the Bid Header page. The “Bid Q&A” button allows Bidders access to the Bid Q&A page.
- To submit an application, see the Instructions on Page 9

## 6. AWARDS

Application Applications will be accepted until **August 16, 2024**.

Grant applications must be approved by DOER, and a Grant Contract is required to be signed between DOER and the grantee, prior to the purchase of equipment or commencement of any work to be funded by this grant. DOER shall not disburse funds until all requirements under the PON and any terms and conditions have been satisfied, as determined by DOER in its sole discretion.

EECBG sub-grant recipients will be responsible for federal reporting, including weekly payroll reports for projects subject to DBRA requirements and reporting on [project metrics](#) as applicable.

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<sup>4</sup> The [Climate and Economic Justice Screening Tool](#) (CEJST) is a geospatial mapping tool designed to support Justice40 Initiative objectives by identifying disadvantaged communities that are marginalized and overburdened by pollution and underinvestment.

## 7. EVALUATION CRITERIA

The following criteria will be used for evaluating grant applications under this PON:

- Minimum requirements: Projects must meet all requirements as provided for under the Section 3 of this PON
- Completeness of the application, including the thoroughness of the draft scope of services for the consultant/vendor (as applicable)
- Project viability, and a demonstrated commitment by the applicant to move forward with the project should the study results prove technically and financially favorable (if applicable)
- **Shovel-readiness: demonstrated ability to complete the proposed project by June 30, 2026**
- If grant funds are limited, the Program will prioritize eligible projects located in disadvantaged communities
- Resulting project's potential for significant environmental and/or financial benefits
- DOER reserves the right to request clarifying information or amendments in support of the application and evaluation process and may fully or partially fund projects based on the information provided

## 8. GRANT AND CONTACT INFORMATION

### Type of Grant

This PON, being conducted under 815 CMR 2.00, has been distributed electronically using COMMBUYS, the Commonwealth's official procurement record system (<http://www.commbuys.com>). The project name is EECBG Municipal Sub-Grant Program, and the project number is PON-ENE-2024-023.

Correspondence to DOER should include this project number as well as the title. All notifications and amendments to this PON will be posted on COMMBUYS. Applicants are advised to periodically check this PON on COMMBUYS to ensure that they have the most recent information.

All proposals and information submitted in response to this PON are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

<b>Grant Contact:</b>	Joanne Bissetta Director, Green Communities Division Department of Energy Resources 100 Cambridge Street, 9 <sup>th</sup> Floor Boston, MA 02114
<b>E-mail:</b>	<a href="mailto:Green.communities@mass.gov">Green.communities@mass.gov</a>
<b>PON Name:</b>	EECBG Municipal Sub-Grant Program
<b>PON File Number:</b>	PON-ENE-2024-023  <b>Attachment A:</b> EECBG Municipal Sub-Grant Application Form (Attachment A)  <b>Attachment B:</b> Signed Certificate of Application (Attachment B)

## **9) APPLICATION INSTRUCTIONS —**

**No paper submission** is accepted for the grant application. The process via email only.

### **Application Materials Checklist – ARE YOUR MATERIALS READY?**

- Begin each of your electronic files with your municipal/entity name followed by wording that makes the content of the file clear – **REQUIRED** – e.g., “Ames\_Application Form.doc”
- EECBG Application Form (Attachment A) (Word file- *Please don’t convert to pdf*)
- Signed Certification of Application (Attachment B) (PDF file)
- Supporting Audits, Studies, MOUs, Letters of Support, other documentation.

### **EECBG Grant Application Process**

1. Email the required documents to [green.communities@mass.gov](mailto:green.communities@mass.gov)
2. You will receive an email indicating receipt of the documents. Determination of the grant award will not occur at this time.

### **Get Help**

Pre-Grant Application Process - [Contact your Regional Coordinator](#)

[EECBG Website](#)

**Attachment C**  
**Town of Medfield's Response to PON-ENE-2024-023**

## ATTACHMENT A: GRANT APPLICATION

### Energy Efficiency Conservation Block Grant – Municipal Sub Grant

#### Agency Document Number: PON-ENE-2024-023

Instructions: Please fill complete all the information in Section 1: General Information, including amount requested for each funding request under “Project Details.” Complete all questions for proposed projects as applicable under Section 2: “Project Specific Information.” Email this form plus all supporting documents and Attachment B – Certification of Application to [green.communities@mass.gov](mailto:green.communities@mass.gov)

#### 1. General Information

<b>Name of Municipality:</b>	<b>Town of Medfield</b>
<b>Primary Business Address:</b>	<b>459 Main Street, Medfield, MA 02052</b>
<b>Name of Authorized Representative:</b>	<b>Kristine Trierweiler</b>
<b>Title:</b>	<b>Town Administrator</b>
<b>Email:</b>	<b>ktrierweiler@medfield.net</b>
<b>Phone Number:</b>	<b>508-906-3011</b>
<b>Name of Main Contact for project:</b>	<b>Frank Gervasio</b>
<b>Title:</b>	<b>Assistant Town Administrator</b>
<b>Email:</b>	<b>fgervasio@medfield.net</b>
<b>Phone Number</b>	<b>508-906-3009</b>

This space is intentionally blank

## PROJECT DETAILS

<b>Funding Category - Enter total amount requested for each project type</b>	<b>Total Max Grant \$50,000</b>
0	<b>1a. Community-based Clean Energy Planning</b>
0	<b>1b. Project-based Clean Energy Planning</b>
0	<b>2. Clean energy community campaigns.</b>
0	<b>3. Energy manager seed funds.</b>
0	<b>4. Engineering and design for building decarbonization.</b>
\$61,739.00	<b>5. Building envelope improvement projects (max \$75,000)</b>
\$61,739.00	<b>TOTAL</b>
<b>Partnering with other communities:</b>	<input checked="" type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Yes</b>
<b>If Yes to above, please list partner(s):</b>	

### 2. Project Specific Information:

*Please address the questions below for all projects in which funding is sought, with as much detail as is currently known.*

#### 1a) Community-based Clean Energy Planning

**What are the goals and outcome of this project? Please identify if audience includes a disadvantaged community identified on the [Justice 40 mapping tool](#).**

**Describe stakeholder engagement strategies. How will participation and feedback from underrepresented and disadvantaged residents be integrated?**



## 1b) Project-based Clean Energy Planning

<b>Building Name:</b>	
<b>Street Address:</b>	
<b>Year Built:</b>	
<b>Square Footage of Building:</b>	
<b>Annual operating hours:</b>	
<b>Number of typical users/occupants per day</b>	
<b>Project Located in a disadvantaged community?:</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes  <a href="#"><u>Click here for the Climate &amp; Economic Justice Screening Tool</u></a>
<b>What are the goals and outcomes of this project?</b>	
<b>If a building project, please describe the need for energy-efficiency upgrades (high energy use intensity (EUI), equipment at end of useful life, etc.)</b>	
<b>Description of any previous energy audits or other related studies completed or planned at location(s) – <i>please attach to application</i></b>	
<b>Briefly describe study scope and objectives, identifying technology/technologies being proposed, fuel(s) targeted, potential costs impacts/savings opportunities, any site information or planned projects relevant to study scope (e.g. building use, existing conditions, type and age of existing heating system, planned efficiency projects or new construction, etc) and potential benefits identified so far- <i>please attach proposed scope of work to application</i></b>	



## 2) Local Clean Energy Campaigns

If expanding or extending an existing EmPower or Community First Partnership, provide a summary of results to date and what activities EECBG funds would support. **Please attach your proposed budget.**

What are the goals and outcomes of this project? What is the target audience? Please identify if audience includes a disadvantaged community identified on the [Justice 40 mapping tool](#).

What are the qualifications of person(s) completing the work – **please attach resume(s)**

Identify any partnerships with community-based organizations to be leveraged and **attach letters of support**

Describe methodology for measurement and verification of results related to the applicable [project metrics](#) - grant recipients will be required to report on these.

What is the proposed implementation timeline? Please identify key milestones. Add more rows as necessary

Date Completed	Task	Milestone	Who is responsible

### 3) Energy Manager Seed Funds

What are the goals and outcomes of this project? *Attach job description or scope of work to be used soliciting service*

**What are the key tasks to be accomplished? Please identify key milestones. Add more rows as necessary**

**What is the budget? Other than personnel costs, what else will grant funds be used for?**

Describe how position will be sustained after grant period, ending June 30, 2026
Describe methodology for measurement and verification of results related to the applicable <u>project metrics</u> - grant recipients will be required to report on these.
Include additional information on this project here:

#### 4) Decarbonization Engineering & Design

Building Name:	
Street Address:	
Year Built:	
Square Footage of Building:	
Annual operating hours:	
Number of typical users/occupants per day	
Project Located in a disadvantaged community?:	<input type="checkbox"/> No <input type="checkbox"/> Yes  <a href="#">Click here for the Climate &amp; Economic Justice Screening Tool</a>
What are the goals and outcomes of this project?	
Has a facility assessment or audit been conducted and recommended the proposed measure(s)? <b>Attach assessment or audit including the estimated costs and savings</b>	

- Photographs of the existing conditions**
- Existing and proposed R-values and/or U-values**
- Calculations that list all assumptions for projected energy savings and costs**
- Specification sheets, if applicable**

**Has a scope of work been developed? - *please attach proposed scope of work to application***

**What are the estimated greenhouse gas reductions, energy savings, and cost savings of the project?**

**What is the proposed implementation timeline? Please identify key milestones. Add additional rows as necessary.**

**List amount of funding from Mass Save or other sources leveraged here:** \$

**Please include additional information about the project here.**

## 5) Building Envelope Improvement

<b>Building Name:</b>	Town House
<b>Street Address:</b>	459 Main Street
<b>Year Built:</b>	1872, renovated in 1998
<b>Square Footage of Building:</b>	17,139
<b>Annual operating hours:</b>	2,236
<b>Number of typical users/occupants per day</b>	50 occupants, plus more during Select Board and other meetings; customers for clerk, etc.
<b>Project Located in a disadvantaged community?:</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes  <a href="#"><u>Click here for the Climate &amp; Economic Justice Screening Tool</u></a>

### What are the goals and outcomes of this project?

The Town of Medfield is requesting \$61,739.00 to support window replacement at the Town House. The Town will add \$10,000.30 to add up to the total project cost of \$71,739.30.

The objective of this project is to increase occupant comfort, eliminate leaks, and save energy by replacing compromised windows in Medfield's Town House.

Medfield's town employees, whose offices are housed in the Town House, report drafts, cold and discomfort in winter months from drafty windows. The Town House was renovated 26 years ago, in 1998, and all the windows installed then are now leaky and some are loose in their frames. Some windows have water leaks when it rains – as well as temperature leaks. All windows are compromised with the double pane gas no longer insulating and cold coming into the building in winter.

The goal of this project is to replace the worst of these windows. Water leaks are concentrated on second floor east side – this project will replace all second-floor windows on that side of the building, eliminating water leaks and preventing further rot of internal window frames and walls. (As a historic building, we are keeping consistent appearance in mind with this strategy – these windows have a decorative “clover” shape, please see scope photos.). The worst temperature leaks and reported discomfort from employees are large windows on the ground floor, north side. This project replaces those windows (see photos in the scope with the effected windows highlighted), again keeping appearance consistent, conforming with historic standards.

The result of this project will be annual savings of 1166 therms of natural gas and 24.3 kWh electricity. These energy savings equal a total of 13,638 lbs of CO2 saved annually.

The result of this project will be no water leaks from the windows, increased occupant comfort and decreased energy use and energy expense.

**Has a scope of work been developed? - *please attach proposed scope of work to application***

Please see attached “Medfield Town Hall – LEAKY WINDOWS proposal” Please note photos on page 5 that highlights the precise windows addressed in this project.

**What are the estimated greenhouse gas reductions, energy savings, and cost savings of the project?**

Replacing these windows will save 1,166 therms of natural gas annually and 24.3 kWh annually, \$2,250. This translates into 13,638.4 lbs. CO2 emissions avoided each year.

**What is the proposed implementation timeline? Please identify key milestones.**

Should this grant be awarded, the town will work on contracting and purchase orders immediately. The goal is to install these as soon as possible.

Lead times for these windows are 12-14 weeks, plus two weeks for installation. These are custom manufactured for the historic Town House building, made to match the existing decorative shapes, colors and details of the existing windows.

Estimate installation four to five months from grant award announcement.

**List amount of funding from Mass Save or other sources leveraged here:** *Incentive applications have been lodged with Eversource. The utilities note that windows never pass cost benefit analysis and therefore do not normally garner incentives. We have not heard back on this application, but do not anticipate there will be an incentive.*

**\$10,000 from Town of Medfield capital budget.**

**Describe methodology for measurement and verification of results related to the applicable project metrics - grant recipients will be required to report on these.**

Following installation of this project, we will track energy use at the Town House via MassEnergyInsight, focusing on natural gas usage for heating. Additionally, we will interview employees in the ground floor offices re their experience during cold, winter days – make sure the windows are as tight as promised.

**Please include additional information about the project here.**

The Town of Medfield has long term plans to electrify municipal buildings. The Town House is an early target electrification project as the chiller is nearing the end of its useful life.

As we approach electrification, we want to make sure the building is as tight as possible, while simultaneously keeping the attractive, historic appearance of the building.

The Town House is in the center of Medfield and is also central to Medfield. It is extremely visible, right in the middle of town, and is a point of pride for the town, with its historic 19<sup>th</sup> century design, colors and details. The Town House is also the focus of public meeting activities and services, with residents and employees coming and going throughout the day and throughout the year. The town has wanted to replace these windows for years. Budgets have always been too tight to get this project done. Simultaneously respecting the historic appearance of the building while also addressing comfort, energy and water leak issues by replacing these windows would be a *huge win* for the town.

***NOTE: Completed forms must be submitted electronically to [Green.Communities@mass.gov](mailto:Green.Communities@mass.gov)***

## **ATTACHMENT B – CERTIFICATION OF APPLICATION**

### **CERTIFICATION OF APPLICATION**

The Certification of Application below must be provided as a *scanned pdf with signature*. For joint applications, one certification must be submitted for each municipality.

The **Chief Executive Officer** must complete this certification.

I, Misty Therneuer am authorized to execute said Application on behalf of Town of Medfield, the applying municipality. I verify that the information in the Energy Efficiency Conservation Block Grant Application is true.



[Signature of Chief Executive Officer]

Town Administration

[Title of Chief Executive Officer]

8-16-2024

[Date]

**NOTE:** 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.

**This is an optional template that Energy Efficiency and Conservation Block Grant Program applicants can use to complete the Davis-Bacon Act Assurance Letter. Use of this template is not required, and applicants may choose to submit this letter in other formats.**

DATE *8/16/2024*  
Davis-Bacon Assurance Letter

U.S. Department of Energy

Reference: Energy Efficiency and Conservation Block Grant – DE- FOA-0002882 – CFDA No. 81.128

To Whom It May Concern,

Please consider this letter written assurance that all laborers and mechanics on projects funded directly by or assisted in whole or in part by and through funding appropriated by the Infrastructure, Investment, and Jobs Act will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

Sincerely,



[AUTHORIZED APPLICANT]



**MUNICIPAL PROGRAM  
PROPOSAL**

Prepared for

**Medfield Town Hall**

**MP220047**

8/9/2024  
Derrek Brown  
Program Manager  
617-835-8261  
Derrek.Brown@aecom.com

## ENERGY EFFICIENCY RECOMMENDATIONS

Medfield Town Hall  
459 Main St  
Medfield, MA 02052  
Ben Jachowicz 508-359-8505 x 3369

AECOM Job # MP220047  
Electric Account # 3080 374 0015  
Gas Account #

PROJECT COST / ANNUAL SAVINGS		
Total Project Cost	\$	70,156.90
Estimated Eversource Incentive	\$	-
Customer Cost After Incentive	\$	70,156.90
Estimated Annual Savings	\$	1,753.13
5-Year Savings	\$	8,765.66
Payback (in years)		40.0

## SUMMARY OF SAVINGS



kWh Saved:  
24.3



Therms Saved:  
1,166.0



Gallons of Oil Saved:  
0.0

## PAYMENT OPTIONS



## LUMP SUM PAYMENT

I choose to pay AECOM in full by Purchase Order.

Enclosed: \$70,156.90

I choose to pay AECOM in full using this signed contract as a Notice to Proceed.

*Customer's mailing address for invoice:* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The above prices, specifications, and conditions are satisfactory and hereby accepted. AECOM is authorized to perform the work as specified. The Eversource incentive payment(s) is (are) hereby assigned to AECOM. This proposal may be withdrawn by AECOM or Eversource if not accepted within 30 days of the proposal date. Terms and Conditions are located on the following page.

*Customer Signature:*  \_\_\_\_\_

*Date:* \_\_\_\_\_

*Title:* \_\_\_\_\_

AECOM Authorized Signature: \_\_\_\_\_

*Date:* \_\_\_\_\_

## CHANGE AUTHORIZATION

Customer acknowledges that the Total Project Cost has changed during construction. The revised amounts listed below are satisfactory and hereby accepted. Payment will be made as outlined below.

**TOTAL PROJECT COST:** \_\_\_\_\_

**EVERSOURCE INCENTIVE:** \_\_\_\_\_

**CUSTOMER COST:** \_\_\_\_\_

*Customer Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Title:* \_\_\_\_\_

## TERMS AND CONDITIONS

- The company and the customer agree that any alteration or deviation from the specifications set forth in the contract agreement, including extra costs will be executed on written orders, and may result in extra charges.
- AECOM shall keep and maintain adequate insurance coverage, including Workers' Compensation Insurance.
- All agreements are contingent upon strikes, unexpected changes, or delays beyond our control.
- Customer has reviewed and agrees with the proposed scope of work.
- Customer may cancel this transaction, without any penalty or obligation, within fifteen (15) days from the above date. If Customer cancels, any payments made by Customer under this Proposal will be returned following receipt by the Customer of cancellation notice.
- **Late Cancellation:** Customer understands that they have fifteen (15) days to cancel this Proposal. Customer understands that if they want to cancel this Proposal after fifteen (15) days, AECOM has the right to charge any fees incurred after the (15) days including any fees associated with equipment re-stocking and return of equipment, including labor. At a minimum, these fees will be equal to 15% of the proposed value in order to cover AECOM's labor, administrative, material costs, and/or whatever is allowed by law.

**Payment and other forms are to be mailed to the following address:**

ATTN: ENERGY, AECOM Technical Services, Inc., 1 Federal St., 8<sup>th</sup> Floor, Boston, MA 02110

## PRE-CONSTRUCTION / SCHEDULING

Once contract is signed and processed, material will be ordered. An AECOM certified contractor will call to schedule the project, once material is available for delivery. AECOM will provide at least 48 hours' notice before contractors enter the building.

## CONSTRUCTION

On site personnel must be available when contractors are in the building. Access to all scoped areas will be necessary. Construction is assumed to be scheduled during regular business hours unless prior arrangements are made.  
If any issues arise during construction, please call your dedicated AECOM contact.

## CHANGE ORDERS

This proposal is based on the walkthrough performed at your site. Certain issues, including access to all areas, seen and unseen problems may result in changes in the scope of work required. AECOM will notify you of any changes and upon approval will implement the measures required to complete the project.  
You will be required to sign off on any applicable utility applications for all change orders.

## DISPOSAL / RECYCLING

All trash and material generated from the project will be removed from the site once the project is complete.

## WARRANTIES

AECOM to provide a one (1) year warranty on labor and materials. Additional material warranties are available by the manufacturer.

I have reviewed and agree to the Terms and Conditions listed above.

Initials **X** \_\_\_\_\_

MP220047

**Eversource Municipal Program**  
**Energy Efficiency Recommendations**  
**Estimated Return On Investment**

AECOM Job No: MP220047

Facility Name: Medfield Town Hall  
 Address: 459 Main St  
 City, State Zip: Medfield, MA 02052  
 Contact: Ben Jachowicz  
 Phone: 508-359-8505 x 3369

Avg \$/kWh: \$0.17  
 Avg \$/Therm: \$1.50  
 Avg \$/Oil: \$0.00

Audit Date: 6/18/2024

Auditor: Derrek Brown  
 Electric Acct: 3080 374 0015  
 Gas Acct: 0  
 FID #: 0

ECM	Installation Site	Scope of Work	Total Cost	Eversource Incentive**	Net Cost of Installation	Annual kWh Saved	Annual Therms Saved	Annual Gallons of Oils Saved	Annual Estimated \$\$ Saved	Simple Payback
WINDOW REPLACEMENT	Medfield Town Hall	<p>Measure all openings and provide all labor and materials required to remove (6) existing wood window units on the 2nd floor (Janes Ave elevation) along with (9) existing wood window units on the lower level facing the parking lot and install in their place (15) aluminum-clad wood windows with SDL grids to match existing conditions.</p> <ul style="list-style-type: none"> <li>• Mobilize / Demobilize</li> <li>• Furnish necessary tools/PPE, fasteners/shims</li> <li>• Furnish storage trailer, receive window delivery and store product onsite</li> <li>• Install 6 (qty.) windows 2nd floor - Janes Ave</li> <li>• Install 9 (qty.) windows on the parking lot lower level</li> <li>• Initial cleaning of new windows and glass</li> <li>• Remove operable window sash from existing frame (leave perimeter frame undisturbed) install new window into existing opening.</li> <li>• Reinstall existing interior trim</li> <li>• Remove existing window and all debris associated with removal - as long as there is no hazardous material.</li> <li>• All necessary lift and staging if required.</li> </ul>	\$70,156.90	\$0.00	\$70,156.90	24.3	1,166.0	0.0	\$1,753.13	40.0
		<b>TOTALS:</b>	<b>\$70,156.90</b>	<b>\$0.00</b>	<b>\$70,156.90</b>	<b>24.3</b>	<b>1,166.0</b>	<b>0.0</b>	<b>\$1,753.13</b>	<b>40.0</b>
							MMBtu Saved	0.0		

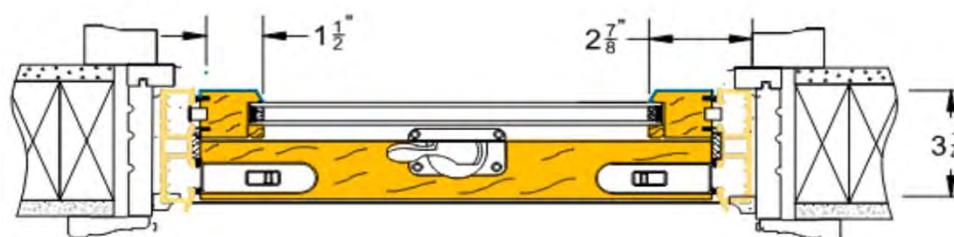
Note: All fields marked with \*\* are subject to change pending utility approval.

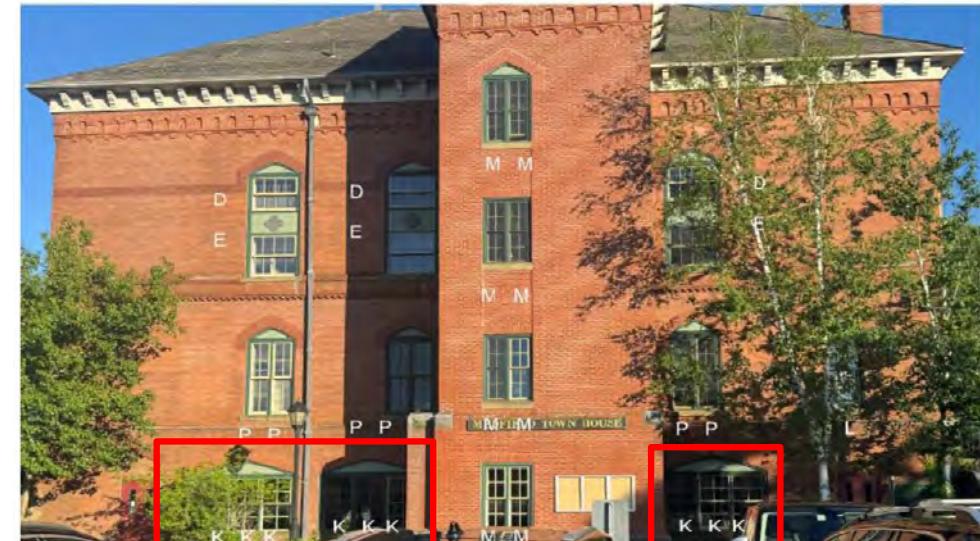
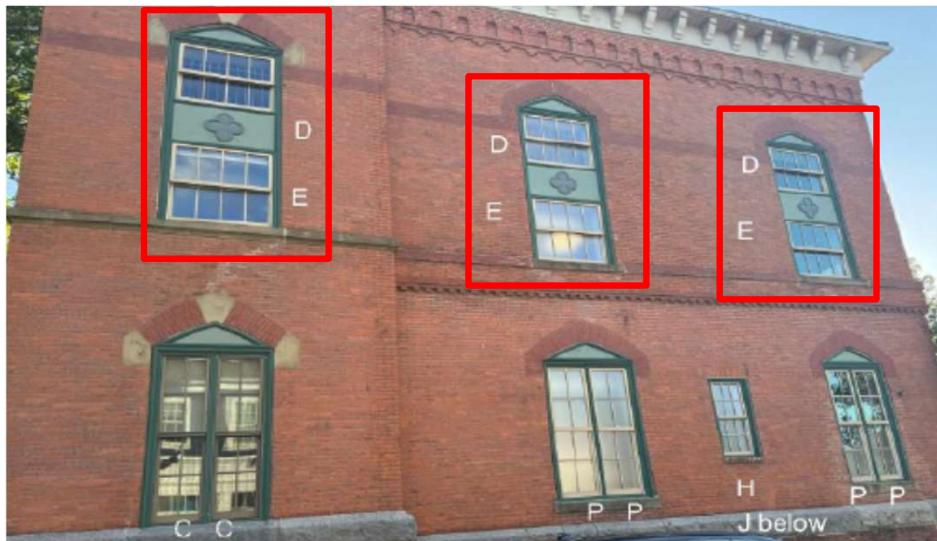
**EXCLUSIONS:**

- Removal of all hazardous materials including but not limited of asbestos and/or lead paint.
- Masonry repairs
- Furnish or install panels/ transoms
- Furnish or install other interior finishes other than aluminum snap trim and clip
- Removal or moving of any and all equipment, including desks, shades, curtains, blinds, etc. away from the existing window openings to allow work to be done as required.
- Reinstallation of blinds/shade/drapes.
- Structural calculations, professional engineers' stamp.

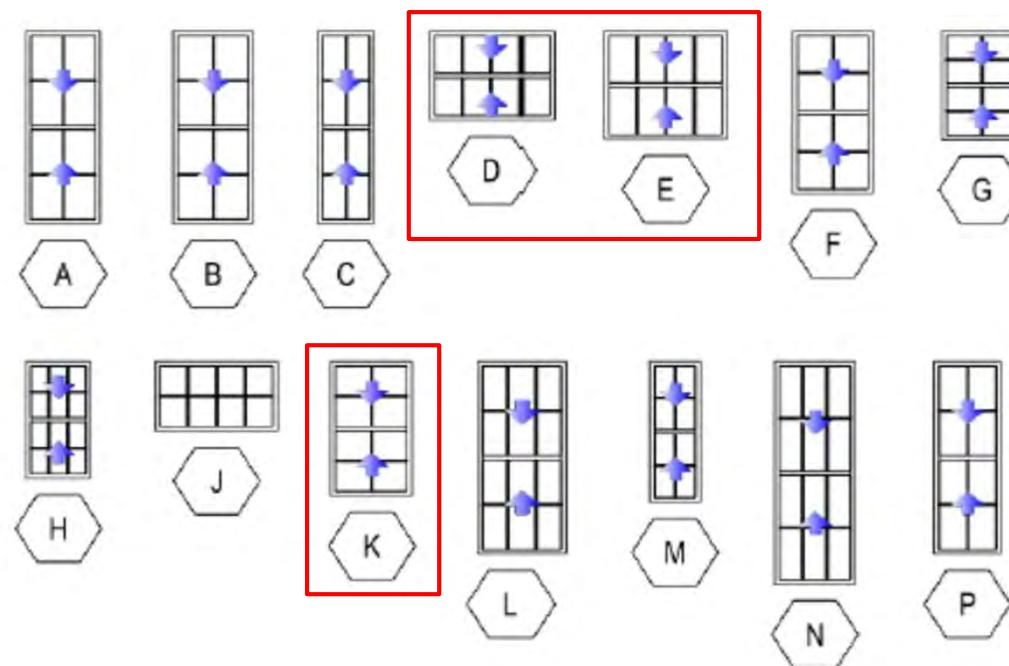
**DESCRIPTION OF WINDOWS:**

- Premium Aluminum Clad Insulated Windows
  - Exterior: Aluminum Clad
    - AAMA 2603 Paint - Standard Color (Beige)
  - Interior: Prefinished Wood
    - Standard Color
- Jamb Liner - Beige
- Low-E Glass: Cardinal LoE2 270
- Traditional One Lock, One Lift
- Tilt Latch (Beige)
- Grids: 5/8" SDL





Type	Count
A	0
B	0
C	0
D	3
E	3
F	0
G	0
H	0
J	0
K	9
L	0
M	0
N	0
P	0



# Clad-Wood Sash Kit

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# Clad-Wood Sash Kit



## Product Details

- Wood Interior / Aluminum Clad Exterior
- Jambliners cut at specific sill angles (0 to 14 degrees)
- E-Z Tilt sash release latches
- $\frac{11}{16}$ " insulated glass with EnerEDGE® warm-edge spacer
- Width: 14" - 48"
- Height: 26" - 84"
- Maximum united inches: 120"

# PRODUCT OPTIONS

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## WOOD SPECIES



Cherry



Mahogany



Oak



Pine

## EXTERIOR FINISH



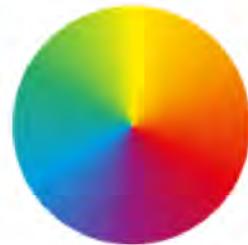
Beige Clad



Black Clad



Bronze Clad



Custom Color Clad



Earhtone Clad



Hunter Green Clad



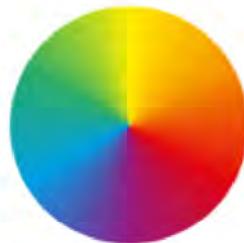
White Clad

AAMA 2603 Clad Ext Finish (Std Colors)

Beige

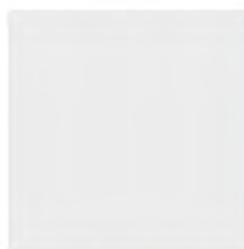
## INTERIOR FINISH

-



Prefinished Custom  
Color

Prefinished White



Primed



Unfinished

Interior Prefinished Custom

Beige

## HARDWARE



Restoration II  
Antique Brass  
(Plated)



Restoration II Black  
(Painted)



Restoration II Oil  
Rubbed Bronze  
(Plated)



Restoration II Satin  
Nickel (Plated)



Restoration II White  
(Painted)



Traditional Beige  
(Painted)



Traditional Oil  
Rubbed Bronze  
(Plated)



Traditional Satin  
Nickel (Plated)

Traditional 2 Lock / 2 Lift

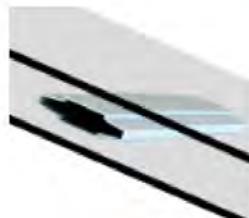
Tilt Latch Color= BGE (Beige)

Beige

## GRILLES



Combo Wood  
Aluminum



In-Glass Aluminum



Reverse Combo



Simulated Divided  
Lite



Wood Removable

5/8 SDL w/ SB Perm Int Top

Pine

Lites Wide= 2

Lites High= 2

5/8 SDL w/ SB Perm Int Bot

Pine

Lites Wide= 2

Lites High= 2

## GLASS PACKAGE

-



Cardinal® LoE<sup>2</sup>-270



Cardinal® LoE<sup>2</sup>-270  
+ LoE-i89



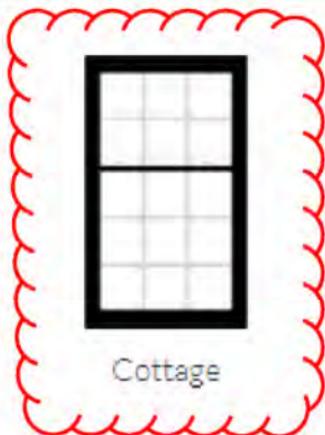
Tempered, tinted, decorative and other glass options available.

Cardinal LoE2 270 Top  
Cardinal LoE2 270 Bot

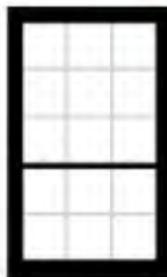
## SASH OPTIONS



4" Historic Bottom Rail



Cottage



Reverse Cottage

OTHER

-



WOOD

**Scope of Work**  
**Attachment D**  
**Massachusetts Department of Energy Resources**  
**and**  
**Town of Medfield**

The Massachusetts Department of Energy Resources (DOER) and the Town of Medfield (Subrecipient) hereby agree to perform the Scope of Work as set forth below resulting from Subrecipient's response and selection for Energy Efficiency and Conservation Block Grant Program (EECBG).

**1. Scope of Work**

The Subrecipient shall use federal funds to implement the Project (Project) described herein and on Attachment C hereto which will reduce energy consumption and greenhouse gas emissions, and promote the adoption of clean energy technologies in municipal buildings, residences, and businesses.

These measures include but may not be limited to the following:

- Seed funds for an energy manager.
- Engineering studies and/or design of decarbonizing municipal or school buildings.
- Public building weatherization.
- Local clean energy campaigns focusing on low-moderate income residents and underserved communities.
- Clean energy planning.

**2. Subrecipient shall** complete and sign the following materials upon execution of this Subaward Agreement:

- a. Contractor Authorization Signature Form, Attachment H;
- b. W-9 Form, Attachment I; and
- c. Electronic Funds Transfer (ETF) Authorization Agreement Form, Attachment J.

**3. Special Terms and Conditions Passthrough Requirement**

Subrecipient agrees to comply with the EECBG Special Terms and Conditions included in Attachment F, as applicable, including the Intellectual Property Provisions as required by 2 CFR 200.101. Further, the Subrecipient must comply with the EECBG Special Terms and Conditions as required by 2 CFR 200.327 which shall also be applicable to any of their subrecipients, subcontractors or agents, as appropriate, and to require their strict compliance therewith. For purposes of this Agreement, EECBG Special Terms and Conditions shall have the same effect as the Commonwealth Standard Terms and Conditions. Subrecipient agrees that it will represent and acknowledge to DOER, when requested, any required compliance and in connection with any federal inquiry regarding the EECBG Special Terms and Conditions.

**4. Workforce Development**

Subrecipient and any contractor hired as a result of this agreement shall endeavour to hire minorities and women to work on the Project, and each project funded hereunder. Pursuant to M.G.L. c. 149, §44A(2)(G) All contracts by a state agency or state-assisted contracts for design, construction, reconstruction, installation, demolition, maintenance or repair must contain Workforce Participation Goals for minorities and women. Workforce participation goals for the state and state assisted construction contracts are currently set at 6.9% for woman and 15.3% for minorities.

## **5. Prevailing Wage**

As provided for in the Standard Contract Form Instructions, Subrecipient shall comply with all laws, including prevailing wage laws at M.G.L. c. 149, Sections 26-27D. (Public Construction Work), to the extent applicable, and questions about the applicability of prevailing wage should be discussed with the Department of Labor Standards (DLS). Contractor is strongly encouraged to determine prior to beginning any work on the Project if the Massachusetts Prevailing Wage laws applies to the work contemplated herein.

## **6. Project Description:**

Pursuant to Suprecipient's response contained in Attachment C. Replace failing windows that were installed during the 1998 renovation of the Town House.

The following metrics and milestones shall be applicable to the Project and maintained by the Subrecipient:

### **i. Project Metric(s):**

- Number of buildings retrofitted
- Estimated project savings (\$) annually
- Estimated project savings (kWh of electricity) annually
- Estimated project savings (Therms of natural gas) annually
- Reduction in electricity consumption (kWh/year)
- Reduction in natural gas consumption (Therms/year)

### **ii. Project Milestones:**

0	Environmental review; Historic preservation review; Procurement
1	Contract signed
2	Materials ordered
3	Installation
4	Installation (continued)
5	Inspection
6	Final EECBG report to be submitted to DOER by July 15, 2026

## **7. Performance Reporting and Data Collection**

Subrecipient will submit performance reports (a sample form of which is set forth below) on a schedule agreed upon by DOER and Subrecipient and based on the project milestones defined above. Subrecipient performance reports shall be submitted no less than once per quarter and additional performance reports may be requested as necessary to meet program goals and fulfill DOER's reporting obligations to DOE. These reports will include data on the project metrics defined in Attachment B, as well as documentation of the instrument(s) of data collection and the milestone achieved. Subrecipient will operate with an intention towards transparency of data and operations. DOER shall provide any additional requirements for the Final EECBG Report.

If Subrecipient is unable to report on the project milestones or the schedule agreed upon, Subrecipient may submit in writing to DOER a written request to modify the milestone and/or schedule. Any modification shall be at DOER's sole discretion.

Failure to comply with these reporting requirements or any other obligation hereunder is considered a material noncompliance and breach with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards.

## **8. Funding & Invoicing**

The maximum not to exceed amount of this grant award is sixty-one thousand seven hundred thirty-nine dollars (\$61,739.00). The Subrecipient will be responsible for the timely completion of the Project Milestones as set forth above in subsection 6(ii) and as directed by the DOER. The Subrecipient must assume overall responsibility for coordinating and completing all deliverables contained herein. All invoices must be submitted to the DOER on a schedule and in a format to be agreed upon by the DOER and the Subrecipient. Invoices shall include sufficient back-up documentation to support the amount being invoiced.

## **9. Ownership of Deliverables**

Any deliverables/reports shall be owned by the Commonwealth of Massachusetts and subject to the Commonwealth's public records laws. Any report or documentation provided to DOER hereunder can be provided to any federal agency responsible for or administering this federal award program.

## **10. Publicity**

Subrecipient will coordinate with the DOER on all publicity regarding the Project and will not release information specific to DOER or the EECBG Grant without first informing and coordinating with the DOER. Media and public events shall conform with the EECBG Special Terms and Conditions set forth in Attachment F.

## **11. Cost Recoupment Provision**

Subrecipient agrees that grant funds provided herein must be expended in accordance with this Agreement. If the DOER determines, in its sole discretion, that expenses incurred by the Contractor were not in accordance with the Agreement and Subrecipient does not provide sufficient evidence within fifteen (15) days after having received written notice from DOER that such expenses incurred are not in accordance with this Agreement, as determined by DOER, in its sole discretion, Subrecipient shall promptly return the total amount of such expenses to DOER within thirty (30) days of receiving written notice from the DOER. Subrecipient is responsible for ensuring the proper use of the grant funds for the duration of the contract.

## **12. Liability**

Subrecipient agrees to assume any and all liability associated with Subrecipient's performance of the Project.

### 13. Sample Reporting Form

**Massachusetts Department of Energy Resources (DOER)  
Energy Efficiency and Conservation Block Grant (EECBG)  
Building Envelope Improvement Reporting**

**Municipality:** Medfield

**Project name:** Town House (Town Hall) Window Replacement

**Contact name:** Frank Gervasio

**Contact email:** [fgervasio@medfield.net](mailto:fgervasio@medfield.net)

**Contact title:** Assistant Town Administrator

**Contact phone:** (508) 906-3009

**Reporting frequency:** Quarterly; Weekly for duration of construction

<b>Period of performance</b>	<b>Milestone</b>	<b>Amount requested</b>
	Environmental review; Historic preservation review; Procurement	

**Backup documentation checklist (attach or otherwise include with submission)**

- Environmental review documentation
- Historic preservation review documentation
- Procurement instrument(s) with flow down requirements
- Advertisement plan

**Metrics**

Number of buildings retrofitted	
Estimated project savings (\$) annually	
Estimated project savings (kWh of electricity) annually	
Estimated project savings (Therms of natural gas) annually	
Reduction in electricity consumption (kWh/year)	
Reduction in natural gas consumption (Therms/year)	

## Narrative

Please discuss project experiences not reflected in your program metrics, including:

- Achievements
- Challenges and/or opportunities encountered
- Insights gleaned
- Feedback given
- Anecdotes
- Other

## Municipal executive signature

**Municipal executive name (printed)**

Date

**Attachment E**  
**Budget**

Check one:

Initial Budget: **\$61,739.00**

Budget/Account Amendment. Maximum Obligation before this Amendment:

**PRIOR MMARS DOCUMENT ID:** N/A

**CURRENT DOC ID:** \_\_\_\_\_.

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Account	Object Class	Activity / Function Codes	Initial Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter “YES” if Amount is a prior FY budget reduction or a current FY “Carry-in” authorization for Federal Funds	New Amount After Amendment
FY25	7006- 9313	PP	GNCO	\$61,738.00				\$61,738.00
FY26	7006- 9313	PP	GNCO	\$1.00				\$1.00

<b>FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT</b>		
FISCAL YEAR: 2025 SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)		\$61,738.00
FISCAL YEAR: 2026 SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)		\$1.00
<b>TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT</b>		<b>\$61,739.00</b>

# 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>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Medfield (and d/b/a): <b>Legal Address:</b> (W-9, W-4): 459 Main Street, Medfield, MA 02052 <b>Contract Manager:</b> Kristine Trierweiler <b>Phone:</b> (508) 906-3011 <b>E-Mail:</b> ktrierweiler@medfield.net <b>Fax:</b> (508) 359-6182 <b>Contractor Vendor Code:</b> VC6000191876 <b>Vendor Code Address ID (e.g. "AD001"):</b> AD001. (Note: The Address ID must be set up for EFT payments.)		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Energy Resources (DOER) <b>MMARS Department Code:</b> ENE1000 <b>Business Mailing Address:</b> 100 Cambridge Street, 9th Floor, Boston, MA 02114 <b>Billing Address (if different):</b> <b>Contract Manager:</b> Caitlin Hart <b>Phone:</b> (617) 626-7319 <b>E-Mail:</b> caitlin.hart@mass.gov <b>Fax:</b> <b>MMARS Doc ID(s):</b> <b>RFR/Procurement or Other ID Number:</b> DOER PON-ENE-2024-023	
<p><input checked="" type="checkbox"/> <b>NEW CONTRACT</b></p> <p><b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only)</p> <p><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)  <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)  <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)  <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)  <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)  <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p> <p><b>CONTRACT AMENDMENT</b></p> <p>Enter Current Contract End Date <b>Prior</b> to Amendment: <u>      </u>, 20<u>      </u>.          Enter <b>Amendment Amount:</b> \$ <u>      </u>. (or "no change")  <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of amendment changes.)  <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget)  <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)  <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)  <input type="checkbox"/> <b>Other Procurement Exception</b> (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"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a></p> <p><b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a>.</p> <p><b>Rate Contract</b>, (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><b>Maximum Obligation Contract</b>, Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). \$ <u>61,739</u>.</p> <p><b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> 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 (<a href="#">M.G.L. c. 29, § 23A</a>); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p> <p><b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <b>FY 2025 - FY 2026 Energy Efficiency and Conservation Block Grant (EECBG) award for Town House (Town Hall) Window Replacement</b></p> <p><b>ANTICIPATED START DATE:</b> (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 <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.  <input type="checkbox"/> 2. may be incurred as of <u>      </u>, 20<u>      </u>, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.  <input type="checkbox"/> 3. were incurred as of <u>      </u>, 20<u>      </u>, a date <b>PRIOR</b> 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><b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30</u>, 2026, 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><b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "<b>Effective Date</b>" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a>, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p> <p><b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>          X: _____ Date: _____          (Signature and Date Must Be Captured At Time of Signature)          Print Name: <u>Kristine Trierweiler</u>          Print Title: <u>Town Administrator</u> </p> <p><b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>          X: _____ Date: _____          (Signature and Date Must Be Captured At Time of Signature)          Print Name: <u>Bryan Klepacki</u>          Print Title: <u>Chief Financial Officer</u> </p>			

**Attachment F**  
EECBG Award Special Terms and Conditions

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## Subpart A. General Provisions

### Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

### Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

### Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

### Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

### Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

### Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the

Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

**Condition(s):**

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at <https://www.energy.gov/node/812599>.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at [www.energy.gov/node/4816816](http://www.energy.gov/node/4816816) and contacting [EECBG.NEPA@ee.doe.gov](mailto:EECBG.NEPA@ee.doe.gov) with any EECBG NEPA or historic preservation questions.
8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at <https://www.page.energy.gov/default.aspx>.
9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.
10. This authorization excludes any activities that are otherwise subject to a restriction set

forth elsewhere in the award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

***If the Recipient later intends to add to or modify the activities or locations*** as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

### **Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

### **Term 8. Reporting Requirements**

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

### **Term 9. Lobbying**

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

### **Term 10. Publications**

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- ***Acknowledgment:*** “This material is based upon work supported by the U.S. Department of Energy’s Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000224.”

- *Full Legal Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

*Abridged Legal Disclaimer:* “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

### **Term 11. No-Cost Extension**

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

### **Term 12. Property Standards**

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

### **Term 13. Insurance Coverage**

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

### **Term 14. Real Property**

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The

non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

### **Term 15. Equipment**

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

### **Term 16. Supplies**

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

### **Term 17. Property Trust Relationship**

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

### **Term 18. Record Retention**

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

### **Term 19. Audits**

#### **A. Government-Initiated Audits**

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

#### **B. Annual Independent Audits (Single Audit or Compliance Audit)**

The Recipient must comply with the annual independent audit requirements in 2

CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

## **Term 20. Indemnity**

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

## **Term 21. Foreign National Participation**

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

## **Term 22. Post-Award Due Diligence Reviews**

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

## **Subpart B. Financial Provisions**

### **Term 23. Maximum Obligation**

The maximum obligation of DOE for this Award is the total “Funds Obligated” stated in Block 13 of the Assistance Agreement to this Award.

### **Term 24. Refund Obligation**

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

### **Term 25. Allowable Costs**

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

### **Term 26. Indirect Costs**

#### **A. Indirect Cost Allocation:**

The Recipient has a current and approved Predetermined or Fixed Negotiated Indirect Cost Rate Agreement (NICRA) and it applies uniformly across all Federal awards through the Recipient’s fiscal year end 2024. An updated rate proposal or NICRA is required within 180 days prior to the identified expiration if the Recipient is to continue to bill predetermined indirect cost billing rates on the DOE award.

#### **B. Fringe Cost Allocation:**

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

#### **C. Subrecipient Indirect Costs (If Applicable):**

The Recipient must ensure its subrecipient’s indirect costs are appropriately

managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

**D. Indirect Cost Stipulations:**

**i. Modification to Indirect Cost Billing Rates**

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates.

Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

**ii. Award Closeout**

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

**Term 27. Decontamination and/or Decommissioning (D&D) Costs**

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

**Term 28. Use of Program Income**

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

**Term 29. Payment Procedures**

**A. Method of Payment**

Payment will be made by advances through the Department of Treasury's ASAP system.

**B. Requesting Advances**

Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

**C. Adjusting Payment Requests for Available Cash**

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

**D. Payments**

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

**E. Unauthorized Drawdown of Federal Funds**

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

The DOE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the payment requests.

**Term 30. Budget Changes**

**A. Budget Changes Generally**

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to

this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

**B. Transfers of Funds Among Direct Cost Categories**

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

**C. Transfer of Funds Between Direct and Indirect Cost Categories**

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

## **Subpart C. Miscellaneous Provisions**

### **Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities**

With respect to the performance of any portion of the work under this Award which is performed at a DOE-owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

## **Term 32. System for Award Management and Universal Identifier Requirements**

### **A. Requirement for Registration in the System for Award Management (SAM)**

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

### **B. Unique Entity Identifier (UEI)**

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

### **C. Definitions**

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
  1. A Governmental organization, which is a State, local government, or Indian Tribe.
  2. A foreign public entity.

3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

### Term 33. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
  - i. *"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a*

*violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*

- ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

#### **Term 34. Subrecipient Change Notification**

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.

- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.<sup>1</sup>
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

### **Term 35. Conference Spending**

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

### **Term 36. Recipient Integrity and Performance Matters**

#### **A. General Reporting Requirement**

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made

<sup>1</sup> It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

## **B. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
  1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
  2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  4. Any other criminal, civil, or administrative proceeding if:
    - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

## **C. Reporting Procedures**

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

## **D. Reporting Frequency**

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

#### **E. Definitions**

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
  1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

#### **Term 37. Export Control**

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

#### **Term 38. Interim Conflict of Interest Policy for Financial Assistance**

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy>

requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

### **Term 39. Organizational Conflict of Interest**

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

#### **Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

#### **Term 41. Human Subjects Research**

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at:  
<https://science.osti.gov/ber/human-subjects>

#### **Term 42. Fraud, Waste and Abuse**

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

## **Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements**

### **Term 43. Reporting, Tracking and Segregation of Incurred Costs**

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

### **Term 44. Davis-Bacon Requirements**

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
- (2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- (7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- (8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
- (9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

#### **Davis Bacon Act Electronic Certified Payroll Submission Waiver**

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

### **Term 45. Buy American Requirement for Infrastructure Projects**

#### **A. Definitions**

**Components** are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

**Construction Materials** are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

**Domestic Content Procurement Preference Requirement**- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States; or
- (C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

**Infrastructure** includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

**Manufactured Products** are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

**Primarily of iron or steel** means greater than 50% iron or steel, measured by cost.

**Project**- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

**Public**- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

## B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

#### **C. Certification of Compliance**

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials,

and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

#### **D. Waivers**

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;

- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

#### **Term 46. Affirmative Action and Pay Transparency Requirements**

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide<sup>2</sup> should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

#### **Term 47. Potentially Duplicative Funding Notice**

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under

<sup>2</sup> See OFCCP's Technical Assistance Guide at:

<https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rtc.jsp>

this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

#### **Term 48. Transparency of Foreign Connections**

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

#### **Term 49. Foreign Collaboration Considerations**

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students).

In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

**Attachment G**  
Commonwealth of Massachusetts Terms and Conditions



# 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 the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. 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, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

**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 Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices 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 a minimum retention period of six (6) 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,



## COMMONWEALTH TERMS AND CONDITIONS

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 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 effect 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 certifies 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 signing the Standard Contract Form.**

**Attachment H**  
Contractor Authorized Signature Listing



# Commonwealth of Massachusetts

## CONTRACTOR AUTHORIZED SIGNATORY FORM

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

### Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number)
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**INSTRUCTIONS:** Any Contractor, sole-proprietor, or an individual, must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

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.

Signature (ink on paper) Contractor Signature as it will appear on contract or other documents ( <b>Complete only in presence of notary</b> )	
Print Signatory's full legal name	Title

<b>Certificate of Acknowledgement of Notary Public</b>	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name	Notary Signature (ink on paper)
Date	My commission expires on

**AFFIX NOTARY SEAL/STAMP**

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

**Attachment I**

W-9

**Request for Taxpayer  
 Identification Number and Certification**

► **Online instructions at: [macomptroller.org/wp-content/uploads/instructions\\_w-9.pdf](http://macomptroller.org/wp-content/uploads/instructions_w-9.pdf)**

Give this Form to the  
 requestor or the  
 department you are doing  
 business with.

Print or type.  
 See Specific Instructions on page 3.

1 Business name/Taxpayer (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name/dba, if different from above.	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do <b>not</b> check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on Page 4):	<input type="text"/> Exempt payee code (if any):  <input type="text"/> Exemption from FATCA reporting code (if any):  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Legal Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 Remittance Address (if different from Legal Address)	

**Part I      Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, on Page 5. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, on Page 5.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number to Give the Requester* for guidelines on whose number to enter.

**Social security number**

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

or

**Employer identification number**

\_\_\_\_\_ - \_\_\_\_\_

DUNS Number

*Please confirm with the state agency if this is required for vendors receiving federal funds.*

Unique Entity Identifier (SAM)

*As of April 4, 2022, all vendors that receive federal grant funds must submit their Unique Entity Identifier registered in the System of Awards Management (SAM).*

**Part II      Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You check the following box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, on Page 5.

5. I am an active Commonwealth of Massachusetts state employee: (check one)    Yes    No

If yes, I certify compliance with the Massachusetts State Ethics Commission requirements at <https://www.mass.gov/ethics>.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, on Page 3.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, on Page 3, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, on Page 4, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, on Page 2.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, on Page 4, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.
- b. **Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.
- c. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.
- d. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- e. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

- f. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes, or	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

##### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, in the next column, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, on Page 4.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

- Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

- Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

- Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

- Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons(joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, on Page 2.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The Commonwealth of Massachusetts does not initiate contacts with taxpayers via emails. Also, the Commonwealth does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the Commonwealth of Massachusetts, forward this message to [CTREmergencyNotification@mass.gov](mailto:CTREmergencyNotification@mass.gov). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027. You can contact the Federal Trade Commission at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338).

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Attachment J**  
Electronic Funds Transfer (EFT) Authorization Agreement Form



# OFFICE OF THE COMPTROLLER

## ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT FORM

Complete this form to enroll, modify, or terminate an existing Electronic Funds Transfer (EFT) agreement with the Commonwealth of Massachusetts departments.

<b>Part I: Reason for Submission</b>			See Instructions on Page 3
<input type="checkbox"/> New Enrollment <input type="checkbox"/> Change Enrollment <input type="checkbox"/> Cancel Enrollment			
Document Included (Optional)			
<input type="checkbox"/> Voided Check <input type="checkbox"/> Bank Letter			
<b>Part II: Account Holder Information</b>			See Instructions on Page 3
Account Holder Legal Name			
dba Name If different from above			
Legal Address Number, Street, Apartment/Suite Number			
City		State	Zip Code
Account Holder Tax Identification Number 9 digits	Employer Identification Number (EIN)	Social Security Number (SSN)	
<b>Part III: Financial Institution Information</b> See Instructions on Page 3			
Financial Institution Name			
Routing Number Only 9 digits	Account Number	Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
If this is an Enrollment Modification, you must include your old financial institution information or your request will be returned.			
Old Financial Institution Name			
Old Routing Number Only 9 digits	Old Account Number	Old Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
<b>Part IV: Vendor/Customer Information</b> See Instructions on Page 3			
This is the person we will contact for any questions regarding this EFT Authorization			
Contact Person's Name	Contact Person's Title		
Contact Person's Phone	Contact Person's Email		

This completed form should be submitted to the requesting department or  
the department you are currently doing business with.  
(Revised November 2023)



# OFFICE OF THE COMPTROLLER

## ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT FORM

**Part V: Authorization**

See Instructions on Page 3

By signing below, I hereby certify that the account(s) indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the Commonwealth of Massachusetts to initiate, change, or cancel credit entries to the account(s) as indicated on this form.

For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

I affirm that payments authorized by this agreement are not to an account that is subject to being transferred to a foreign bank account.

I affirm that payments authorized by this agreement are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller (CTR) has received written notification from either me or an authorized officer of the organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

Account Holder Authorized Signature	Print Name
Title	Date

**Part VI: Verification from the Commonwealth Department**

See Instructions on Page 3

I hereby certify the Vendor/Customer is an authorized signatory and verified by internal records and verbal confirmation initiated by our department.

VCC/VCM Document ID	Three letter Department Code
Signature	Print Name
Title	Phone Number
Date	

This completed form should be submitted to the requesting department or  
the department you are currently doing business with.  
(Revised November 2023)



# OFFICE OF THE COMPTROLLER

## ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT FORM

### INSTRUCTIONS

All EFT requests are subject to a 5 (five) day pre-certification period in which all accounts are verified by the qualifying financial institution before any direct deposits are made.

#### Part I: Reason for Submission

Indicate your reason for completing this form by checking the appropriate box: New EFT enrollment, a change to your EFT enrollment account information, or cancellation of your EFT enrollment. The Commonwealth of Massachusetts reserves the right to request additional documentation such as Voided Check as verification of account ownership.

#### Part II: Account Holder Information

- **Account Holder Name:** Enter the accounts holder legal name (individual or business name), as reported to the Internal Revenue Service (IRS).
- **d/b/a Name:** Enter the d/b/a name if applicable.
- **Street Address:** Enter the account holder's street address. Enter the account holder's city, state, and zip code.
- **Account Holder Tax Identification Number:** Enter the tax identification number as reported to the IRS. If the business is a group, organization or corporation, provide the Federal employer identification number (EIN). If enrolling as an individual provide your Social Security Number.

#### Part III: Financial Institution Information

- **Financial Institution Name:** Enter your Financial Institution's name (this is the name of the bank or qualifying depository that will receive the funds). **NOTE:** The account name to which EFT payments will be paid is to the name submitted on Part II of this form.
- **Routing Number:** Enter the bank or financial institutional nine-digit routing number, including applicable leading zeros.
- **Account Number:** Enter the account holder's account number with the financial institution, including applicable leading zeros.
- **Account Type:** Select the account type (Checking or Savings).
- **Old Financial Institution Name:** Enter your Old Financial Institution's name (this is the name of the bank or qualifying depository that has been receiving the funds).
- **Old Routing Number:** Enter the old bank or financial institutional nine-digit routing number, including applicable leading zeros.
- **Old Account Number:** Enter the old account holder's account number with the financial institution, including applicable leading zeros.
- **Account Type:** Enter the old account type (Checking or Savings).

NOTE: Supporting bank documents must be in the account holder legal name only.

#### Part IV: Contact Information

- Enter the name, title, telephone number, and email address of a contact person who can answer questions about the information submitted on this EFT Authorization Form.

#### Part V: Authorization

- By your signature on this form, you are certifying that the account is drawn in the Name of an Individual, or the Legal Business Name of the person or entity who has sole control of the account to which EFT deposits are made.
- The EFT authorization form must be signed and dated by the same account holder name in Part II and include a title and telephone number.
- Submit this form electronically, or mail it with the original signature in black or blue ink to the Commonwealth of Massachusetts Department that you are doing business with.

#### Part VI: Verification from the Commonwealth Department

By your signature on this form, you are certifying that authentication of the vendor/customer's authorized signatory was conducted by review of the Contractor Signatory Authorization Form (CASL) or by another internal verification process, and additional verification was conducted to confirm banking or address change request. Departments should have multiple known vendor contacts to confirm any registration change.

This completed form should be submitted to the requesting department or  
the department you are currently doing business with.  
(Revised November 2023)

## Green Communities Annual Report Summary FY2024

Date of Annual Report Preparation: 11/14/2024 11:35:00AM

Prepared by: Susan McPhee

Title of Preparer: Energy Conservation Coordinator

## Green Community Information

**Municipality: Medfield**

**Baseline Fiscal Year: 2015**

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### 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**

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### 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 FY2024 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)	FY2022	FY2023	FY2024
Building Use (MMBTU)	55,558	48,919	41,059	44,094
%Diff from Baseline		-11.95%	-26.10%	-20.63%
Open Space Use (MMBTU)	53	100	81	71
%Diff from Baseline		87.60%	51.87%	33.95%
Street/Traffic Lights Use (MMBTU)	390	149	149	149
%Diff from Baseline		-61.75%	-61.71%	-61.75%
Vehicle Use (MMBTU)	7,318	7,327	6,816	6,829
%Diff from Baseline		0.12%	-6.86%	-6.67%
Water/Sewer Use (MMBTU)	3,664	3,264	3,284	3,527
%Diff from Baseline		-10.91%	-10.37%	-3.74%
<b>Adjustments</b>				
Building Stock Changes	0	-2,568	-2,528	-2,391
Regional School Districts				
<b>Totals</b>	<b>66,982</b>	<b>57,191</b>	<b>48,861</b>	<b>52,279</b>
<b>% Diff from Baseline</b>		<b>-14.6%</b>	<b>-27.1%</b>	<b>-22%</b>

#### Energy Conservation Measures (ECMs)

Changes made to the community's ECM record for FY2024

Location	ECM Name	Status	Start Date	End Date
Medfield	Replace some town house windows	Planned	4/14/2025	4/25/2025
Medfield	Medfield High School VSD pump motors	Complete	3/4/2024	3/22/2024
Administration Town Hall	EMS	Planned	9/1/2026	11/9/2026
Town Hall	Roof repairs	Planned	10/1/2025	1/1/2026
Town Hall	Exterior Envelope Sealant Replacement	Planned	1/20/2025	11/9/2026
Town Hall	HW heater replacement	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	AHU (Air Handling Unity) repairs	Planned	6/1/2024	9/1/2024
Town Hall	Exhaust Fan Repair	Planned	1/20/2024	
Town Hall	Chiller Plant Recommissioning	Planned	1/20/2024	11/8/2027
Town Hall	Attic Insulation	Complete	1/2/2024	1/8/2024
Town Hall	Exhaust Fan Repair	Planned	12/1/2023	6/1/2024
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	fan coil units (repair/replace)	Active	1/26/1900	
Town Hall	EV Charging Station	Complete		10/22/2023
Council on Aging	Building Envelope Repair	Planned	1/20/2024	
Fuel	Fleet Management Strategies	Complete	9/15/2023	3/15/2024
Fuel	Anti-Idling Policy	Planned		
Fuel	Anti-Idling Policy	Planned		
Library	Extrior sealant repair	Planned	9/1/2027	
Library	Brick Façade Engineering/Repair	Planned	9/1/2027	
Library	ATC Controls Upgrade	Planned	9/1/2026	
Library	EPDM Roof Engineering/Repair	Planned	9/1/2025	
Library	Heat pump RTUs	Planned	10/25/2024	11/15/2024
Schools				
Blake Middle	Replace windows at curtain wall café	Planned	6/15/2027	
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	New DHW Storage	Complete		8/22/2023
Blake Middle	Heat Pump DHW	Complete		8/22/2023
Blake Middle	Boiler replace, High eff	Complete		10/22/2023
Blake Middle	Gym HVAC/Fan Coil Unit Replace,ent	Complete		7/22/2023
Blake Middle	EV Charging Station	Complete		10/22/2023

Location	ECM Name	Status	Start Date	End Date
Medfield High	window weatherstripping	Planned	1/15/2027	
Medfield High	EMS	Planned	6/1/2026	
Medfield High	Window repair	Planned	1/26/2026	
Medfield High	Brick Façade Repair	Planned	1/26/2026	
Medfield High	Remove Shower Heads	Planned	1/26/2026	
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	Replace Shut Off Valves	Active	9/15/2023	
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	VFDs 2 x 25 HP pump motors	Planned	8/23/2023	
Medfield High	Brick Façade Repair	Planned	1/20/2023	
Medfield High	Envelope sealant replacement	Planned	1/20/2023	
Medfield High	Window repair	Planned	1/20/2023	
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	
Medfield High	Lighting control	Complete		8/22/2023
Medfield High	LED lighting retrofit various	Complete		7/22/2023
Medfield High	Gym LED retrofit	Complete		8/22/2023
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	Roof Top Units Repair	Active	1/26/1900	
Memorial Elementary	low flow aerators	Planned	1/26/1900	
Memorial Elementary	EMS	Planned		
Memorial Elementary	EMS	Planned		
Memorial Elementary	Replace Split Systems	Complete		7/22/2023
Memorial Elementary	Dimulator nodes	Complete		7/22/2023
Wheelock Elementary	electrical upgrades	Planned	1/20/2027	
Wheelock Elementary	replace pneumatic temp controls	Planned	9/1/2025	

Location	ECM Name	Status	Start Date	End Date
Wheelock Elementary	Replace Shut Off Valves	Planned	1/20/2024	
Wheelock Elementary	Replace Tempering Valves	Planned	1/19/2024	
Wheelock Elementary	replace values to FanCoils Units	Planned	1/10/2024	
Wheelock Elementary	fan coil units (repair/replace)	Active	11/1/2023	
Wheelock Elementary	Exhaust Fan Replacement	Active	11/1/2023	
Wheelock Elementary	heat pump DHW	Complete	9/15/2022	11/10/2023
Wheelock Elementary	Replace Tempering Valves	Active	1/26/1900	
Wheelock Elementary	Replace Shut Off Valves	Active		
Wheelock Elementary	Exhaust Fan Replacement	Active		
Wheelock Elementary	EV Charging Station	Complete		10/22/2023

## Top 5 Buildings per Energy Use

In FY2024, municipal operations used 52,279 MMBtu of energy. The five buildings below accounted for 60% of the community's overall energy use.

Building Name	Energy Consumption MMBtu (% of overall energy use)
1. Medfield High	11,145 (21%)
2. Blake Middle	6,989 (13%)
3. Dale Street Elementary	4,850 (9%)
4. Garage	4,273 (8%)
5. Wastewater Treatment Plant	3,983 (8%)

## Top 5 Buildings per Emissions

In FY2024, there were 3,105 MTCO2e emitted from municipal operations. The five buildings below accounted for 57% of the community's overall emissions.

Building Name	Emissions MTCO2e (% of overall emissions)
1. Medfield High	661 (21%)
2. Blake Middle	409 (13%)
3. Dale Street Elementary	268 (9%)
4. Memorial Elementary	226 (7%)
5. Wastewater Treatment Plant	216 (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 <sup>2</sup> )
1. Wastewater Treatment Plant	4,000	3,983	996
2. Garage	38,000	4,273	112
3. Dale Street Elementary	53,029	4,850	91
4. Pfaff Center	8,568	778	90
5. Medfield High	160,473	11,145	69

## Energy Narrative:

The Town of Medfield is working hard to reduce energy consumption with a 22% reduction (non-weather normalized) since our 2015 baseline year. (FY24 usage was 52,279 MMBtu's, vs 62,180 MMBtu's in 2015). With an active energy commission as well as an engaged staff, the town has numerous energy conservation measures in process. Buildings make up 85% of the town's energy consumption and most ECMs are in this sector. The top energy consumer is Medfield High School, using 11,145 MMBTu's in FY24, down from 11,698 in FY23. Our Green Communities Grant funded installation of a Variable Speed Drive at MHS that is controlling the heating hot water pumps and is slated to save 100,000 kWh annually. These savings take the high school from 24% of the town's energy use down to 22% in FY24. EUI at the high school 69, down from 98 in our baseline year. There is more work to be done, but we are making progress. Second in use is the Blake Middle School, 6989 MMBTu's FY24 and 14% of the town's energy use. This is down from FY22 9,951 MMBTu's, (30%), attributable to a grant funded heat pump DHW system and two high efficiency boilers. The Dale Elementary School is the town's third largest energy consumer at 9%, and CO2 emitter, also 9%. The town is working on replacing this facility, so there are no projects to reduce emissions currently in train for the Dale. The DPW garage is a new facility in the last 10 years and has a large solar array on the roof. The garage uses 8% of the town's energy and emits 7% of the town's CO2. EUI is high at 112. Another noteworthy energy consumer is the Waste Water Treatment Plant, with an EUI of 996. Water/Sewer used 3983 MMBTu's in FY24. 2 of 9 pumping stations are in the process of replacing pumps with high-efficiency equipment. All pumps are planned to install efficient equipment in the coming years - This should help to reduce the high energy usage in the water/sewer sector. The Memorial Elementary School rounds out our high energy users with 8% of the town's energy use and 7% of the town's CO2 emissions. The Memorial is being studied for potential electrification and is also a candidate for a solar PPA. Medfield completed a new energy audit of all facilities in spring 2024. Projects recommended by this audit are being considered for capital funding by the town and will also inform our Green Communities competitive grant applications.

## Criterion 4: Fuel Efficient Vehicles

### Fleet Changes for FY2024

*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 +	2022	Ford	Explorer Hybrid	Limited
Added +	2022	Ford	F-350 Super Duty	
Added +	2022	Ford	F-550 Super Duty	
Added +	2022	Ford	F-600 Super Duty	
Added +	2023	Chrysler	Voyager	LX
Added +	2023	Ford	Explorer Hybrid	Limited
Added +	2024	Ford	F-350 Super Duty	
Added +	2024	Unable to Decode	Motorcycle	
Removed -	2001	Ford	F-350 Super Duty	
Removed -	2006	Ford	Expedition	

Status	Model Year	Make	Model	Trim
Removed -	2008	Ford	F-150	
Removed -	2008	Ford	Ranger	
Removed -	2017	Ford	Explorer	Police Interceptor Utility

**Has the municipality transferred any vehicles from one department to another? **No****

#### **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:**

The town is exploring passing the Opt-In Specialized Stretch Code at the next town meeting. The Energy Committee has taken a survey of residents about the new code and is planning several education sessions prior to a vote at town meeting.

#### **Other Notes**

##### **Additional Measures Narrative:**

There have been no changes in zoning or large renewable projects. That said, the town is working with Solect on several solar arrays on town properties to continue to reduce our CO2 emissions. Additionally, the town is in the midst of a capital planning process with numerous projects that will save energy included in the mix. Many of these are informed by a town wide energy audit undertaken in spring 2024. Top of the list for discussion are a potential HVAC replacement at the Town House and a replacement of the old, energy intensive Dale Elementary School. Also worth noting, the Medfield Energy Comission (MEC) is working throughout the community to spur residential uptake of heat pumps and electrification, solar PV and EV adoption. MEC's work is helping to shift the energy culture in both the residential and municipal sectors.

##### **Renewable Energy Narrative:**

Medfield has three solar arrays contributing to the town's clean energy effort. Arrays at the Waste Water Treatment Plant, DPW Garage and Public Safety building produced 555,561 kWh of solar power during FY24, or 1896 MMBtu's. This is 10.5% of the town's electricity usage, or 3.6% of the town's over all energy use. This is all net metered. (The town doesn't purchase any RECs.)

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.**

Eileen M Murphy

Print Name

Chair - Medfield Select Board

Title

Eileen m. Murphy

Signature

11-14-2024

Date

**Select Board**  
Eileen M. Murphy, Chair  
Gustave H. Murby, Clerk  
Osler L. Peterson, Member



**Kristine Trierweiler**  
*Town Administrator*  
  
**Frank Gervasio**  
*Assistant Town Administrator*

## **TOWN OF MEDFIELD**

***Office of the Select Board***

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315

Phone: 508-906-3011 • [www.town.medfield.net](http://www.town.medfield.net)

The Honorable Juan Vega  
Assistant Secretary for Communities and Programs  
Massachusetts Executive Office of Economic Development  
1 Ashburton Place, Room 2101  
Boston, MA 02108

### **RE: Support for the 495/MetroWest Partnership's FY25 REDO Application**

Dear Secretary Vega,

On behalf of the Town of Medfield, I am writing to express support for the 495/MetroWest Partnership's FY25 application to the Regional Economic Development Organization (REDO) grant program, and to confirm our municipality's inclusion in the organization's thirty-six community service area.

Our community values the work of the Partnership on both a regional and local level. The staff at the Partnership serve as a resource to our community on economic development matters through direct technical support, convenings of key stakeholders, connections to state resources and expertise, educational forums, and more. These economic development matters include but are not limited to transportation and transit infrastructure, workforce development, housing solutions, water resources, and identifying priority development areas.

The Town of Medfield benefits from our membership in and involvement with the 495/MetroWest Partnership, and we are pleased to support the organization's FY25 REDO application. Please do not hesitate to contact me if you would like any additional information.

Sincerely,

Eileen M. Murphy  
Select Board Chair  
Town of Medfield