



I.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.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: Town of Sandisfield (and d/b/a): COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources MMARS Department Code: ENE1000
Legal Address: (W-9, W-4): 66 Sandisfield Road, Sandisfield MA 01255 Business Mailing Address: 100 Cambridge Street, 9th floor, Boston, MA 02114
Contract Manager: Jonathan Sylbert Phone: 413-258-4711 Billing Address (if different):
E-Mail: manager@sandisfieldma.gov Fax: 413-258-4225 Contract Manager: Jane Pfister Phone: 617-626-7300
Contractor Vendor Code: VC6000191967 E-Mail: jane.pfister@mass.gov Fax: 617-727-0030
Vendor Code Address ID (e.g., "AD001"): AD 001 MMARS Doc ID(s):
(Note: The Address ID must be set up for EFT payments.) RFR/Procurement or Other ID Number: PON-ENE-2022-007

X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only)
Statewide Contract (OSD or an OSD-designated Department)
Collective Purchase (Attach OSD approval, scope, budget)
X Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
Emergency Contract (Attach justification for emergency, scope, budget)
Contract Employee (Attach Employment Status Form, scope, budget)
Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)
Contract Amendment
Enter Current Contract End Date Prior to Amendment: \_\_\_\_, 20\_\_
Enter Amendment Amount: \$ \_\_\_\_\_. (or "no change")
AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)
Amendment to Date, Scope or Budget (Attach updated scope and budget)
Interim Contract (Attach justification for Interim Contract and updated scope/budget)
Contract Employee (Attach any updates to scope or budget)
Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
X Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ 65,129

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days \_\_% PPD; Payment issued within 15 days \_\_% PPD; Payment issued within 20 days \_\_% PPD; Payment issued within 30 days \_\_% PPD. If PPD percentages are left blank, identify reason: X agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This is a contract to award a grant to the Town of Sandisfield for fiscal years 2023-2025 under the Green Communities Competitive Grant Program in the amount of Sixty Five Thousand One Hundred Twenty Nine Dollars and No Cents (\$65,129.00) The grant is intended to fund energy conservation measures, air source heat pumps and administrative assistance, in municipal facilities including Town Hall Annex, to be provided for the benefit of, and subject to the direction and oversight of, the Grantee as detailed in Attachment C.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
2. may be incurred as of \_\_\_\_, 20\_\_, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
3. were incurred as of \_\_\_\_, 20\_\_, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of September 30, 2024, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:
X: [Signature] Date: 1/17/23
(Print Name: Jonathan Sylbert)
(Print Title: Town Manager)

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
X: [Signature] Date:
(Print Name: Marcelle T. Payen)
(Print Title: Chief Financial Officer)