

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division 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](#), 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 forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION	
Contractor Legal Name City of Somerville		Department ENE1000	Mosaic Department Code
d/b/a		Contract Manager Name Jane Pfister	
Legal Address As entered on Form W-9 or Form W-4 93 Highland Avenue, Somerville MA 02145		Business Mailing Address 100 Cambridge Street, 9th floor, Boston, MA 02114	
Contract Manager Name Mayor Jake Wilson		Billing Address <small>If Different</small>	
Phone 617-625-6600	Fax 617-625-3434	Phone 857-202-9720	Fax
Email mayor@somervillema.gov		Email jane.pfister@mass.gov	
Vendor Code VC 6000192138		Mosaic Transaction ID(s)	
Vendor Code Address ID e.g. "AD001". AD 001		RFR/Procurement or Other ID Number PON-ENE-2026-001	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			
<input checked="" type="radio"/> NEW CONTRACT		<input type="radio"/> CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only)		Current Contract End Date <i>PRIOR</i> to Amendment	Amendment Amount Or Enter "No Change"
<input type="checkbox"/> Statewide Contract (OSD or an OSD-designated department.)		Amendment Type Check one option only. Attach details of amendment changes. <input type="checkbox"/> Amendment to Date, Scope, or Budget (Attach updated scope and budget.) <input type="checkbox"/> Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget.) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)	
<input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, and budget.)			
<input checked="" type="checkbox"/> Department Procurement - Includes all Grants 815 CMR 2.00. (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)			
<input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, and budget.)			
<input type="checkbox"/> Contract Employee (Attach Employee Status Form, scope, and budget.)			
<input type="checkbox"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.)			
<input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			

TERMS AND CONDITIONS

The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding. Check ONE option:

[Commonwealth Terms and Conditions](#)

 [Commonwealth Terms and Conditions for Human and Social Services](#)

 [Commonwealth IT Terms and Conditions](#)

COMPENSATION

Check ONE option.

The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under [815 CMR 9.00](#).

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.)

Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): **\$125,000.00**

Mosaic Transaction ID(s)

PROMPT PAYMENT DISCOUNTS (PPD)

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See [Prompt Pay Discounts Policy](#).

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within:	10 days	% PPD.
	15 days	% PPD.
	20 days	% PPD.
	30 days	% PPD.

If PPD percentages are left blank, identify reason:

Statutory/legal
 Ready Payments ([M.G.L. c. 29, § 23A](#))
 Agree to standard 45-day cycle
 Only initial payment

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT

Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.

This is a contract to award a grant to the City of Somerville for fiscal years 2026-2028 under the Green Communities Competitive Grant Program in the amount of One Hundred Twenty Five Thousand Dollars and No Cents (\$125,000.00). The grant is intended to fund energy conservation measures, stadium lighting, in municipal facilities including Dilboy Stadium, to be provided for the benefit of, and subject to the direction and oversight of, the Grantee as detailed in Attachment C.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

- YES If YES, the Contractor's annual SDP commitment for this Contract is
- NO If NO, and the department is an Executive Department, enter the appropriate exemption: Awards, grants, and subsidies

ANTICIPATED START DATE (Complete ONE option only.)

The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

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, 2027, 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

Signature and date must be captured at time of signature.

Signature 	Date 3/13/26
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Print Name Jake Wilson	Print Title Mayor
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AUTHORIZING SIGNATURE FOR THE DEPARTMENT

Signature and date must be captured at time of signature.

Signature	Date
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Print Name Bryan Klepacki	Print Title Chief Financial Officer
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BACKGROUND

1. The DOER has selected the Grantee to receive Green Communities grant funds for projects described in the Grantee’s response to the PON.
2. The DOER approves the expenditure of funds as described in Attachment D (Budget) for the work planned and described in Attachment C (Scope of Grant Award).
3. The Grantee agrees to complete the projects described in the Scope of Grant Award (collectively referred to as “the Project”).

This 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:

THE COMMONWEALTH STANDARD CONTRACT FORM

BACKGROUND

ATTACHMENT A: GREEN COMMUNITIES COMPETITIVE GRANT APPLICATION MATERIALS

ATTACHMENT B: GRANTEE RESPONSE

ATTACHMENT C: SCOPE OF GRANT AWARD

ATTACHMENT D: BUDGET

THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS

1. COMMONWEALTH TERMS AND CONDITIONS
2. GRANTEE AUTHORIZED SIGNATORY LISTING
3. W-9 FORM
4. EFT

ATTACHMENT A – Green Communities Competitive Grant Application Materials

The Program Opportunity Notice (PON) was provided to the municipality via Commbuys, the Commonwealth’s procurement website.

DOER PON-ENE-2026-001 Green Communities Competitive Grant Program Opportunity Notice

Bid # [BD-26-1041-ENE01-ENE01-120677](#)

ATTACHMENT B – Grantee Response

(All documents listed below are available to DOER fiscal staff at:

<https://massdoer.imeetcentral.com/greencommunities/dbapp=7ary4jojv3xnh83fiewf09s252274943&ac=h&view=1264389>

1. Grantee submission narrative – Somerville led lighting worksheet final.pdf
2. Grantee grant table submitted – Somerville grant table.xlsx
3. Grantee certification of application submitted – Somerville certification of application signed.pdf

Response included additional files:

- guide to attachments.pdf
- eversource offer letter 10 13 25.pdf
- lighting inventory.pdf
- wattage and cost of replacement lights.pdf
- lighting replacement proposal.pdf
- proposed lighting control equipment.pdf
- lighting fixture specification sheets.pdf
- alternative lighting proposal 1.pdf
- alternative lighting proposal 2.pdf
- lighting replacement proposal.pdf
- stadium operating agreement evidence of site control.pdf
- dcr approval of led replacement project at dilboy stadium.pdf
- mayor letter of support.pdf

ATTACHMENT C – SCOPE OF GRANT AWARD

**COMMONWEALTH OF MASSACHUSETTS
SCOPE OF GRANT AWARD AGREEMENT**

**By and Between
Department of Energy Resources
and
City of Somerville**

SCOPE OF GRANT AWARD

1. Overview

The purpose of this contract is to award a grant to the City of Somerville (Grantee) for a maximum obligation amount not to exceed One Hundred Twenty Five Thousand Dollars and No Cents (\$125,000.00) to fund energy conservation measures, stadium lighting, in municipal facilities including Dilboy Stadium, as more particularly described in Attachment B (Project). In connection with the above referenced grant, the Grantee requested One Hundred Twenty Five Thousand Dollars and No Cents (\$125,000.00) in public funding out of Two Hundred Ninety Nine Thousand Four Hundred Fifty Dollars and No Cents (\$299,450.00) in total project costs for energy conservation measures listed in attachment B. The energy conservation measures funded are stadium lighting.

The Grantee is responsible for informing the Department of Energy Resources (DOER) of all eligible expenses and Project deliverables as compared to the original proposal as set forth in Attachment B.

Note that no changes in Project scope can occur or proceed without the prior written authorization from the DOER.

2. Contingencies

The Grantee shall provide to the DOER’s satisfaction, the required information as stated below as applicable to the Project(s), as soon as the information becomes available.

1. Documentation that the municipality has met, teleconferenced, or had an email exchange with its gas and/or electric public utility representatives regarding the availability of utility incentives for any eligible energy conservation or efficiency measures.
2. Documentation of having **applied for all gas and electric rebates** provided for eligible energy conservation or efficiency measures. The Grantee is required to have documentation from utilities regarding rebates before selection and installation of products.

3. Procurement

All procurement contracts and subcontracts entered into by public agencies and governmental bodies shall be governed by and in accordance with Massachusetts General Laws. Where applicable, such procurements, contracts and subcontracts shall be governed by the all provisions of either M.G.L. c.25A, § 11C or §11I, M.G.L. c.30B, or M.G.L c.149. All designer selection for building projects shall be governed by M.G.L. c.7, §§38A1/2 - O.

4. Program Schedule

The following are milestones to ensure timely completion of the Project(s). If the Grantee is unable to meet these milestones Grantee shall promptly contact the DOER.

- (1) Complete construction of the Project (s) – August 1, 2027
- (2) End of grant period – September 30, 2027

5. Disbursement of Funds

Initial Disbursement: Twenty five percent (25%) of the award in the amount of Thirty One Thousand Two Hundred Fifty Dollars and No Cents (\$31,250.00) will be disbursed by the DOER subsequent to the execution of this grant agreement and upon the DOER’s agreement that contingency number one as stated under Section Two Contingencies of this Scope of Grant Award has been fully satisfied.

Second Disbursement: Fifty percent (50%) of the award in the amount of Sixty Two Thousand Five Hundred Dollars and No Cents (\$62,500.00), shall be disbursed upon verification by the DOER that twenty-five percent (25%) of the grant funds have been expended and that contingency number two as stated in Section Two Contingencies of this Scope of Contract Award has been fully satisfied and that all reporting requirements have been met. Reporting requirements will include submittal by the Grantee to the DOER of detailed dated invoices of Grantee’s costs incurred to date.

Final Disbursement: Twenty five percent (25%) of the award in the amount of Thirty One Thousand Two Hundred Fifty Dollars and No Cents (\$31,250.00), shall be disbursed after a site visit by the DOER, a review of the detailed invoices of the Project(s) and any other requested documentation and verification by the DOER that the Project(s) are complete, that one hundred percent (100%) of grant funds have been expended, evidence of approved utility incentives have been provided, and that **all** reporting requirements and requests by the DOER have been met, including submittal and approval of the Final Report.

Funds shall not be used for the reimbursement of any work related to this Project(s) performed before the contract Effective Date.

6. Grantee Warrants to Keep Facility Open

For Project(s) involving services or construction at facility(s) owned by or under the control of the Grantee, the Grantee hereby warrants and certifies that the facility (s) for which grant funds are designated will remain open and in service for at least five (5) years following completion of proposed project(s).

7. Separate Accounts

The Grantee shall at all times conduct its business and affairs in such a manner that any and all ledger accounts and records pertaining to the receipt and expenditure of the DOER funds under this Agreement shall be kept separate and distinct from all ledger accounts and records of the Grantee relative to any other enterprise which the Grantee has engaged in, developed, or administered.

8. Unused Funds

Any funds undisbursed or uncommitted by the Grantee after September 30, 2027, shall be promptly returned to the DOER within sixty (60) days.

9. Administrative Costs

Grantee’s administrative costs shall not exceed ten percent (10%) of the maximum obligation contract amount of One Hundred Twenty Five Thousand Dollars and No Cents (\$125,000.00).

10. Publicity

The municipality will coordinate with the DOER on all publicity regarding this Project(s).

11. Reporting and Other Required Documentation

- A. Should Grantee engage a third party to manage administrative functions of the program and rely on the internal controls of that third party, the third party shall provide the results of an internal controls audit annually according to the provisions Statements of Auditing Standards No. 70 to the DOER and Grantee.
- B. Grantee shall have a program to combat fraud, waste and abuse of funds and shall incorporate into its program guidance provided by the Office of the State Comptroller.
- C. **Quarterly reports:** The Grantee shall be required to file progress and financial reports once every quarter, unless specifically exempted in writing by the DOER. Quarterly reports are due by 5PM four (4) days after the completion of each of the following quarters:
 - a. July 1 – Sept 30
 - b. Oct 1 – Dec 30
 - c. Jan 1 – Mar 30
 - d. Apr 1 – June 30

Quarterly reports shall include:

- a. The progress and status of activities performed in relation to the Scope of Grant Award including an explanation of any delays or obstacles encountered in meeting the performance schedule as well as a description of efforts taken to resolve delays; and
 - b. The actual costs incurred to date by the Project, breaking down all costs in such manner as the DOER may prescribe.
- D. **Final report:** The final report shall be submitted within two (2) months after completion of the final project receiving funding, and shall include a summary of the projects completed, including project locations and capacity. All quarterly and final reports above shall be submitted to:

Jane Pfister
Green Communities Grant Coordinator
jane.pfister@mass.gov

NOTE: If the services funded by this Agreement are solicited pursuant to M.G.L. Ch. 25A § 11C or § 11I, then the Grantee shall also comply with the monitoring and reporting requirements set forth in the DOER’s regulations at 225 C.M.R. 10.00, 19.00 or other applicable regulations. For solar PV systems, registration with and reporting to the Massachusetts Clean Energy Center Production Tracking System (PTS) is required.

- E. **Ownership of Reports and Other Required Documentation:** The deliverables shall be owned by the Commonwealth of Massachusetts and treated as public documents. Following the completion of the contract both the Commonwealth of Massachusetts and the Grantee retain the right to make further use of the deliverables.

VI. ATTACHMENT D - BUDGET

Check one: Initial Budget

Budget/Account Amendment. Maximum Obligation before this Amendment:

PRIOR MMARS DOCUMENT ID: _____ (for reference - if applicable)

CURRENT DOC ID: _____

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

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
FY26	2000-0113	P01	GNCO-COMP	\$124,998.00				
FY27	2000-0113	P01	GNCO-COMP	\$ 1.00				
FY28	2000-0113	P01	GNCO-COMP	\$ 1.00				
FY29	2000-0113	P01	GNCO-COMP					
FY30	2000-0113	P01	GNCO-COMP					

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT	
FISCAL YEAR: <u>2026</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$124,998.00
FISCAL YEAR: <u>2027</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 1.00
FISCAL YEAR: <u>2028</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 1.00
FISCAL YEAR: <u>2029</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	
FISCAL YEAR: <u>2030</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	
TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT	\$125,000.00

**VII. COMMONWEALTH OF MASSACHUSETTS
STANDARD CONTRACT ATTACHMENTS (ENCLOSED)**

1. COMMONWEALTH TERMS AND CONDITIONS
2. GRANTEE AUTHORIZED SIGNATORY LISTING
3. W-9 FORM
4. EFT